AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT					D Code	Page 1 Of 42
2. Amendment/Modification No.	3. Effective Date	4. Requisition/Pu	ırchase Req	<u> </u>	5. Project No.	(If applicable)
P00280	2003APR18	SEE S	CHEDULE			
6. Issued By	Code W56HZV	7. Administered	By (If other t	than Item 6)		Code S0507A
TACOM	<u> </u>	DCMA SAN E	FRANCISCO			
AMSTA-AQ-AHLB		P.O. BOX 2		222		
THOMAS MICHELIN (586)574-7112 WARREN, MICHIGAN 48397-5000			ROTH ROAD, MP CA 952			
HTTP://CONTRACTING.TACOM.ARMY.MIL		TREMEN CIT	,52	31 0232		
EMAIL: MICHELIT@TACOM.ARMY.MIL			CCD a	DAC NONE	A DD I	NT 1100220
8. Name And Address Of Contractor (No., Stre	et City County State and	Zin Code)	SCD C	PAS NONE	ADP I nt Of Solicitation	PT HQ0339
o. Name And Address Of Contractor (No., Stre	et, City, County, State and	Zip Code)		9A. Amenumei	it Of Solicitation	1110.
UNITED DEFENSE LP						
GROUND SYSTEMS DIV				9B. Dated (See	Item 11)	
2830 DE LA CRUZ BLVD SANTA CLARA CA 95052				104 Modificat	tion Of Contract	/Ondon No
DANTA CLAIM CA 93032			X	10A. Modificat	non Of Contract	Oruer No.
				DAAE07-95-C-	X030	
TYPE BUSINESS: Large Business Perfo	rming in U.S.			10B. Dated (Se	e Item 13)	
Code 80212 Facility Code				1995MAY31		
11. T	HIS ITEM ONLY APPLI	ES TO AMENDM	ENTS OF SO	DLICITATION	S	
The above numbered solicitation is amend	led as set forth in item 14.	The hour and dat	e specified fo	r receipt of Off	fers	
is extended, is not extended.						
Offers must acknowledge receipt of this ame						
(a) By completing items 8 and 15, and return offer submitted; or (c) By separate letter or	-				_	dment on each copy of the
ACKNOWLEDGMENT TO BE RECEIVED	0					
SPECIFIED MAY RESULT IN REJECTIO	N OF YOUR OFFER. If	by virtue of this an	nendment you	u desire to char	ige an offer alre	ady submitted, such
change may be made by telegram or letter, p opening hour and date specified.	provided each telegram or	letter makes refere	ence to the so	licitation and t	his amendment,	and is received prior to the
12. Accounting And Appropriation Data (If rec	quired)					
SEE SECTION G	1					FMS REQUIREMENT
13 THIS	ITEM ONLY APPLIES T	O MODIFICATIO	ONS OF CON	JTD A CTS/ODI		THE REQUIREMENT
KIND MOD CODE: G	It Modifies The Contra				DEKS	
A. This Change Order is Issued Pursual The Contract/Order No. In Item 10.				The Ch	nanges Set Forth	In Item 14 Are Made In
B. The Above Numbered Contract/Orde Set Forth In Item 14, Pursuant To T			Changes (su	ch as changes i	in paying office,	appropriation data, etc.)
X C. This Supplemental Agreement Is Ent	ered Into Pursuant To Au	thority Of: H.100	- Mutual A	Agmt of the I	Parties	
D. Other (Specify type of modification a	and authority)					
E. IMPORTANT: Contractor is not,	x is required to sign	this document and	d return		copies to the Issu	ing Office.
14. Description Of Amendment/Modification (<u> </u>					
_						
SEE SECOND PAGE FOR DESCRIPTION						
Contract Expiration Date: 2003DEC31						
Except as provided herein, all terms and condi	tions of the document refer	renced in item 9A	or 10A as ha	retofore change	od romains uncl	nanged and in full force
and effect.	tions of the document refer	reneed in item 5A	or roa, as ne	retorore enang	cu, remains unci	langed and in run force
15A. Name And Title Of Signer (Type or print)		FRANK A	. RUZICKA		Officer (Type or	· print)
15B. Contractor/Offeror	15C. Date Signed		ed States Of	MY.MIL (586)5	,,±-0112	16C. Date Signed
200. Contractor/Onteror	130. Date Signed	103. 0110	a paus Of I	min ita		100. Date Digited
	_	Ву		/SIGNED/		2003APR18
(Signature of person authorized to sign)			(Signature of	f Contracting C		DM 20 (DEV. 10.92)
NSN 7540-01-152-8070		30-105-02			STANDAKD FO	ORM 30 (REV. 10-83)

Reference No. of Document Being Continued

PIIN/SIIN DAAE07-95-C-X030

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Name of Offeror or Contractor: UNITED DEFENSE LP

SECTION A - SUPPLEMENTAL INFORMATION

1. This document is contract modification P00280 to contract DAAE07-95-C-X030. The purpose of this modification is to reduce excess funds from SubCLINs 0068AD and 0068AE resulting from the contractor completing all contractual efforts specified on previously issued work directive(s). In addition, this contractual action closes out SubCLINs 0068AD and 0068AE, thereby ceasing all further billings against these CLINs, but leaving any overhead rate adjustments open and subject to settlement during final closeout of this contract. Furthermore, this contractual action amends paragraph 1.a from narrative A202 on recent contract modification P00279 to specify that only overhead rates remain open and subject to settlement during the closeout process on this procurement. Finally, this modification adds and incorporates into this contract, the following Contingency Operations clauses relating to employment or deployment of civilian contractors to support US Army operations and/or weapons systems:

a. Draft AFARS Clause 5152.217-7031: "Contractor Deployment on Military Operations"

b. FAR Clause FAR 52.228-3: "Worker's Compensation Insurance (Defense Base Act)"

c. DFARS Clause 252.228-7000: "Reimbursement for War Hazard Losses"

d. DFARS Clause 252.228-7003: "Capture and Detention"

- 2. This modification is a bilateral action and follows prior contract modification P00279 for funding and administrative purposes. This modification affects SubCLINs 0068AD and 0068AE.
- 3. The Contractor and the Government mutually agree to the following as a result of contract modification P00280:
 - a. Revision of SubCLIN 0068AD as follows:

	PRIOR	THIS	REVISED
	TOTALS	ACTION	TOTALS
Estimated Cost:	\$473,319.00	(\$34,059.01)	\$439,259.99
Fixed Fee:	\$ 48,615.00	(\$ 4,102.34)	\$ 44,512.66
Total CPFF:	\$521,934.00	(\$38,161.35)	\$483,772.65
HOURS:	5.360	(452)	4.908

b. Revision of SubCLIN 0068AE, incorporated by reference, as follows:

	PRIOR	THIS	REVISED
	TOTALS	ACTION	TOTALS
Estimated Cost:	\$ 27,859.00	(\$ 1,073.65)	\$ 26,785.35
Fixed Fee:	\$ 2,141.00	\$ 239.88	\$ 2,380.88
Total CPFF:	\$ 30,000.00	(\$ 833.77)	\$ 29,166.23
HOURS:	236	27	263

- c. That the total funded Contract amount is decreased by (\$38,995.12), from \$285,599,958.86 to \$285,560,963.74.
- 4. This contractual action also amends paragraph 1.a of "A" narrative A202 from recent contract modification P00279 as follows:

FROM:

- 1. This document is contract modification P00279 to contract DAAE07-95-C-X030. The purpose of this modification is to:
 - a) Close out CLINs 0085AA and 0086AA and all associated work directives, thereby ceasing all further billings against these CLINs, but leaving any rate adjustments open and subject to final contract closeout action.

то:

- 1. This document is contract modification P00279 to contract DAAE07-95-C-X030. The purpose of this modification is to:
 - a) Close out CLINs 0085AA and 0086AA and all associated work directives, thereby ceasing all further billings against these CLINs, but leaving any overhead rate adjustments open and subject to final contract closeout action.

The purpose of this change is to specify that overhead rates are the only rates subject to adjustment during final closeout action on this contract.

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Name of Offeror or Contractor: UNITED DEFENSE LP

5. The parties to this agreement acknowledge the following contract changes as a result of contract modification P00280:

a. Section B, SubCLINs 0068AD and 0068AE and Section G, Contract Administration Data for SubCLINs 0068AD and 0068AE.

b. Amendment of paragraph 1.a from "A" narrative A202 on prior contract modification P00279 outlined in paragraph 4

c. Section H, H.100, CLIN 0068, and incorporation into this contract, the following Contingency Operations clauses on employment or deployment of civilian contractors to support US Army operations and/or weapons systems:

1) Draft AFARS Clause 5152.217-7031:

"Contractor Deployment on Military Operations"

2) FAR Clause FAR 52.228-3:

"Worker's Compensation Insurance (Defense Base Act)"

3) DFARS Clause 252.228-7000:

"Reimbursement for War Hazard Losses"

4) DFARS Clause 252.228-7003:

"Capture and Detention" Draft AFARS Clause "Contractor Deployment on

Military Operations."

d. That, except as changed by this Modification P00280, all terms and conditions of the Contract, as previously changed, remain unchanged and in full force and effect.

*** END OF NARRATIVE A 203 ***

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Name of Offeror or Contractor: UNITED DEFENSE LP

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				
0068AD	SERVICES LINE ITEM				\$ 483,772.65
	NOUN: MLRS PRODUCTION SUPPORT PRON: J582M141J6 PRON AMD: 02 ACRN: WD FMS CASE IDENTIFIER: KS-B-JBA				
	Description/Specs./Work Statement PROCUREMENT DOCUMENTATION TITLE: NARRATIVE				
	Production Support at Samsung Start Date: 1 July 1998 Completion Date: 31 Dec 2003 Level of Efort: 4,908			Estimated Cost: Fixed Fee: CPFF:	\$439,259.99 \$ 44,512.66 \$483,772.65
	(End of narrative C001)				
	Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination				
	Deliveries or Performance DLVR SCH PERF COMPL REL CD QUANTITY DATE 001 0 31-DEC-2003				
	\$ 483,772.65				

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Name of Offeror or Contractor: UNITED DEFENSE LP

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0068AE	SERVICES LINE ITEM				\$\$
	NOUN: REVISIONING SERVICES PRON: J587E868EH PRON AMD: 03 ACRN: XG AMS CD: 9XXXXX CUSTOMER ORDER NO: J58VLU01EHM5 FMS CASE IDENTIFIER: M5-B-VLU				
	NOUN: REVISIONING SERVICES Start Date: Date of Mod P00097 Completion Date: 31 Dec 2003 Level of Effort: 263			Estimated Cost: Fixed Fee: CPFF:	\$26,785.35 \$ 2,380.88 \$29,166.23
	(End of narrative C001)				
	Inspection and Acceptance INSPECTION: Destination				
	Deliveries or Performance DLVR SCH PERF COMPL REL CD QUANTITY DATE 001 0 31-DEC-2003				
	\$ 29,166.23				

Reference No. of Document Being Continued

CONTINUATION SHEET

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Name of Offeror or Contractor: United Defense LP

PART I - FIRM FIXED PRICE - STS-14

B.1 INVOICES

B.1.1 The Contractor shall submit invoices to the following address:

DLA Finance Center (DFC/DPRO-UDLP) P.O. Box 182351 Columbus, OH 43218-2351

B.2 REMITTANCE ADDRESS

B.2.1 The following remittance address is established for all monies due under this contract:

United Defense LP
Department D-841
P.O. Box 361377
Columbus, OH 48236-1377

B.3 SECURITY REQUIREMENTS

- B.3.1 Contract Security Classification Specification DD Form 254, Attachment II, is applicable to performance under this contract.
- B.4 POINTS OF QUALITY INSPECTION/FOB
- B.4.1 Points of quality inspection are in Section E and FOB points are specified in Section F.
- B.5 QUANTITY VARIATION
- B.5.1 No quantity variance is permitted from the total quantity to be delivered under each CLIN.
- B.6 CONTRACT DATA REQUIREMENTS
- B.6.1 The cost for data requirements listed on DD Form 1423, Exhibit A, is included within the total price, the target price, or the cost plus fixed fee for each CLIN.
- B.7 APPLICABILITY OF FEDERAL EXCISE TAX (TACOM) (APR 1984)
- B.7.1 The offeror is hereby placed on notice that Federal Excise Tax (FET) IS NOT applicable to the contract items set forth elsewhere in this Section B. Since FET is not applicable, it shall not be included in any offered price hereunder.
- B.8 OPTION CLIN 0002 BFVS TDP MAINTENANCE YEAR 2:

In accordance with paragraph H.31 of Part I, the Government shall have the option to increase the amount of TDP Maintenance for the BFVS by a maximum of 12 months, and may exercise this option in more than one increment. If exercised, CLIN 0002 amounts shall be increased on a Firm Fixed Price basis as follows:

B.8.1 Available Months: 0
B.8.2 Unit Price per Month: \$ 0.00
B.8.3 Total Price for 12 Months: \$ 0.00

B.9 OPTION - CLIN 0003 - BFVS TDP MAINTENANCE - YEAR 3:

In accordance with paragraph H.32 of Part I, the Government shall have the option to increase the amount of TDP Maintenance for the BFVS by a maximum of 12 months, and may exercise this option in more than one increment. If exercised, CLIN 0003 amounts shall be increased on a Firm Fixed Price basis as follows:

B.9.1 Available Months: 0
B.9.2 Unit Price per Month: \$ 0.00
B.9.3 Total Price for 12 Months: \$ 0.00

B.10 OPTION - CLIN 0004 - BFVS TDP MAINTENANCE - YEAR 4:

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Name of Offeror or Contractor: UNITED DEFENSE LP

In accordance with paragraph H.33 of Part I, the Government shall have the option to increase the amount of TDP Maintenance for the BFVS by a maximum of 12 months, and may exercise this option in more than one increment. If exercised, CLIN 0004 amounts shall be increased on a Firm Fixed Price basis as follows:

B.10.1 Available Months: 12
B.10.2 Unit Price per Month: \$ 33,390.08

B.10.2 Unit Price per Month: \$ 33,390.00 B.10.3 Total Price for 12 Months: \$400,681.00

This price reflects both BFV and MLRS TDP Maintenance (see Paragraph B.14 for explanation.

B.11 OPTION - CLIN 0006 - MLRS TDP MAINTENANCE - YEAR 2:

In accordance with paragraph H.34 of Part I, the Government shall have the option to increase the amount of TDP Maintenance for the MLRS by a maximum of 1.76 (Approx.) months, and may exercise this option in more than one increment. If exercised, CLIN 0006 amounts shall be increased on a Firm Fixed Price basis as follows:

B.11.1 Available Months:

B.11.2 Unit Price per Month:

B.11.3 Total Price for Months:

0

B.12 OPTION - CLIN 0007 - MLRS TDP MAINTENANCE - YEAR 3:

In accordance with paragraph H.35 of Part I, the Government shall have the option to increase the amount of TDP Maintenance for the MLRS by a maximum of 12 months, and may exercise this option in more than one increment. If exercised, CLIN 0007 amounts shall be increased on a Firm Fixed Price basis as follows:

B.12.1 Available Months: 0
B.12.2 Unit Price per Month: 0
B.12.3 Total Price for Months: 0

B.13 OPTION - CLIN 0008 - MLRS TDP MAINTENANCE - YEAR 4:

In accordance with paragraph H.36 of Part I, the Government shall have the option to increase the amount of TDP Maintenance for the MLRS by a maximum of 12 months, and may exercise this option in more than one increment. If exercised, CLIN 0008 amounts shall be increased on a Firm Fixed Price basis as follows:

B.13.1 Available Months: 12
B.13.2 Unit Price per Month: TBD
B.13.3 Total Price for Months: TBD

B.14 The prices for Paragraphs B.11, B.12, and B.13 above are contained within the total price for Paragraphs B.8, B.9, and B.10 above. When the option CLINs are exercised, the CLINs will be adjusted to reflect the appropriate prices.

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Name of Offeror or Contractor: UNITED DEFENSE LP

B.1 The following clauses in Part I apply to this Part II: B.1 through B.7.

```
B.2 SYSTEM TECHNICAL SUPPORT (STS)
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B.2.1 Basic CLINs 0009 and 0013, and, when exercised, option CLINs 0010, 0011, 0012, 0014, 0015, and 0016 of the Schedule are awarded on a fixed-price incentive, firm target basis. System Technical Support (STS) shall be in accordance with Part II of Sections B through I and Contract Data Requirements List (CDRL), Sequence Numbers A00D, A00F, A00M, A00U, A00W, A010, A015, A019, A01A, A01B, A01C, A01F, A01G, A01H, A01J, and A01K. Compliance with the above paragraphs, including CDRL items, referenced therein is required only to the extent necessary to process change requests and engineering change proposals. The pro rata target price for STS for each CLIN is set forth thereunder. However, costs for FPI effort under all CLINs will be considered in their total amount for incentive sharing and ceiling purposes. The total price is as follows:

```
B.2.1.1 Target Cost (less FCCM): $ 7,589,877.12

B.2.1.2 FCCM: $ 56,692.73

B.2.1.3 Target Cost (with FCCM): $ 7,646,569.85

B.2.1.4 Target Profit: $ 920,166.15

B.2.1.5 Target Price: $ 8,566,736.00

B.2.1.6 Ceiling Price: $ 9,234,699.42
```

B.2.1.7 Sharing Ratio (Years 1 through 4):

```
75% Government/25% Contractor (less than target cost)
85% Government/15% Contractor (greater than target cost)
```

```
B.2.1.8 Ceiling Price Percentages:
```

```
Year 1: 120% of Target Cost
Year 2: 120% of Target Cost
Year 3: 125% of Target Cost
Year 4: 125% of Target Cost
```

B.3 OPTION - CLIN 0010 - STS FOR BFVS - YEAR 2:

This requirement has been converted to Cost Plus Fixed Fee, moved to Part III and added to CLIN 0022.

```
\mbox{\ensuremath{\text{B.4}}} OPTION - CLIN 0011 - STS FOR BFVS - YEAR 3:
```

This requirement has been converted to Cost Plus Fixed Fee, moved to Part III and added to CLIN 0023.

```
B.5 OPTION - CLIN 0012 - STS FOR BFVS - YEAR 4:
```

This requirement has been converted to Cost Plus Fixed Fee, moved to Part III and added to CLIN 0024.

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B.6 OPTION - CLIN 0014 - STS FOR MLRS - YEAR 2:
```

This requirement has been converted to Cost Plus Fixed Fee, moved to Part III and added to CLIN 0030.

```
PART II - FIXED PRICE INCENTIVE - STS-14
```

```
B.7 OPTION - CLIN 0015 - STS FOR MLRS - YEAR 3:
```

This requirement has been converted to Cost Plus Fixed Fee, moved to Part III and added to CLIN 0031.

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B.8 OPTION - CLIN 0016 - STS FOR MLRS - YEAR 4:
```

This requirement has been converted to Cost Plus Fixed Fee, moved to Part III and added to CLIN 0032.

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B.9 OPTION - CLIN 0069 - 3,000 MILE DURABILITY TEST FOR THE MLRS - YEAR 2:
```

This requirement has been converted to Cost Plus Fixed Fee, moved to Part III of the contract.

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B.10 OPTION - CLIN 0070 - 3,000 MILE DURABILITY TEST FOR THE MLRS - YEAR 3:
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This requirement has been converted to Cost Plus Fixed Fee, moved to Part III of the contract.

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Name of Offeror or Contractor: UNITED DEFENSE LP

This requirement has been converted to Cost Plus Fixed Fee, moved to Part III of the contract.

B.11 OPTION - CLIN 0071 - 3,000 MILE DURABILITY TEST FOR THE MLRS - YEAR 4:

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Name of Offeror or Contractor: UNITED DEFENSE LP

PART III - COST PLUS FIXED FEE - STS-14

- B.1 The following clauses in Part I apply to this Part III: B.1 through B.7.
- B.2 ESTIMATED COST, FIXED FEE, AND PAYMENT
- B.2.1 The estimated cost for performance of the work under this portion of the Contract, exclusive of the Contractor's fee, is set forth in the Section B schedule. For the purpose of the Contract Clause of this Contract entitled "Limitation of Cost", the estimated cost of this portion of the Contract shall be the estimated cost specified for each CLIN, but neither the Government nor the Contractor guarantees the accuracy of said estimate for each individual CLIN.
- B.2.2 A fixed fee as set forth in the Section B schedule, shall be paid to the Contractor at the completion of the period set forth in Section F of this Contract, upon certification by the Contractor that he has exerted the level of effort specified for each CLIN in performing the work called for herein and such performance is considered satisfactory by the Contracting Officer. However, the Contractor may present with each voucher for its costs, a fee voucher in the amount bearing the same percentage of the total fixed fee as the certification of the level of effort cited bears to the total level of effort required under the appropriate CLIN.
- B.2.3 The estimated cost and fixed fee are based upon the Contractor furnishing the level of effort specified for each CLIN in the Section B schedule during the applicable period set forth in Section F. The support payment for work performed under this portion of the Contract, the Contractor shall, on each voucher submitted therefor, state the level of effort expended in the accomplishment of the work called for by this portion of the Contract. Expenditure of labor hours/man months in excess of the amounts specified is not authorized.
- B.3 INSURANCE
- B.3.1 Cost of insurance coverage is included in the overhead rate and the insurance cost included herein shall not be an item for separate reimbursements under this portion of the Contract.
- B.4 VOUCHER AND REVIEW REQUIREMENTS
- B.4.1 The Contractor must submit vouchers for payment including the following information:
- B.4.1.1 Subcontractors
- B.4.1.2 Direct Materials
- B.4.1.3 Interplant Charges (FAR 31.205-26(e))
- B.4.1.4 Special Tooling
- B.4.1.5 Direct Transportation
- B.4.1.6 Travel
- B.4.1.7 Reproduction and Photography
- B.4.1.8 Other Direct Costs
- B.4.1.9 Direct Labor
- B.4.1.10 Overhead
- B.4.1.11 Payroll Added Cost
- B.4.1.12 General and Administrative Expense
- B.4.1.13 Facilities Capital Cost of Money
- B.4.1.14 Fixed Fee
- B.4.1.15 Quantity of Hours Used
- B.5 OPTION (BASIC) CLIN 0018 BFVS WEAPON SYSTEM TECHNICAL REPRESENTATIVES/CONTRACTOR FIELD SERVICE REPRESENTATIVES YEAR 2 -

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OPTION EXTENDED TO 31 DECEMBER 2003

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Name of Offeror or Contractor: UNITED DEFENSE LP

In accordance with paragraph H.53 of Part III, the Government shall have the option to increase the number of STS hours for the BFVS WSTR/CFSR by a maximum of -0- hours, and may exercise this option in more than one increment. If exercised, CLIN 0018 amounts shall be increased on a Cost Plus Fixed Fee basis as follows:

B.5.1 Available Hours: B.5.2 Estimated Cost: \$ -0-

B.5.3 Fixed Fee: \$ -0-Total CPFF: -0-B.5.4

B.6 OPTION (BASIC) - CLIN 0019 - BFVS WSTR/CFSR - YEAR 3:

In accordance with paragraph H.54 of Part III, the Government shall have the option to increase the number of STS hours for the BFVS WSTR/CFSR by a maximum of 15,965 hours, and may exercise this option in more than one increment. If exercised, CLIN 0019 amounts shall be increased on a Cost Plus Fixed Fee basis as follows:

B.6.1 Available Hours:

Estimated Cost: B.6.2 Ś 100.41 per hour OPTION EXTENDED TO 31 DECEMBER 2003

8.99 per hour B.6.3 Fixed Fee: Ś Total CPFF: 109.40 per hour B.6.4 \$

B.7 OPTION (BASIC) - CLIN 0020 - BFVS WSTR/CFSR - YEAR 4:

In accordance with paragraph H.55 of Part III, the Government shall have the option to increase the number of STS hours for the BFVS WSTR/CFSR by a maximum of 27,800 hours, and may exercise this option in more than one increment. If exercised, CLIN 0020 amounts shall be increased on a Cost Plus Fixed Fee basis as follows:

Trans/TDS

0 893 800 B.7.1 Available Hours:

\$71.52 per hour B.7.2 Estimated Cost: \$ 99.65 per hour \$80.40 per hour OPTION EXTENDED TO 31 DECEMBER 2003

B.7.3 Fixed Fee: \$ 9.17 per hour \$6.59 per hour \$7.42 per hour \$78.11 per hour B.7.4 Total CPFF: \$108.82 per hour \$87.82 per hour

B.8 BASIC OPTION - CLIN 0022 - STS FOR BFVS - YEAR 2:

In accordance with paragraph H.56 of Part III, the Government shall have the option to increase the number of STS hours for the BFVS by a maximum of 56,006 hours, and may exercise this option in more than one increment. If exercised, CLIN 0022 amounts shall be increased on a Cost Plus Fixed Fee basis as follows:

B.8.1 Available Hours:

B.8.2 Estimated Cost: \$ 00.00 OPTION EXTENDED TO 31 DECEMBER 2003

B.8.3 Fixed Fee: 00.00 \$ Total CPFF: 00.00 B.8.4

B.9 BASIC OPTION - CLIN 0023 - STS FOR BFVS - YEAR 3:

In accordance with paragraph H.57 of Part III, the Government shall have the option to increase the number of STS hours for the BFVS by a maximum of 116,475 hours, and may exercise this option in more than one increment. If exercised, CLIN 0023 amounts shall be increased on a Cost Plus Fixed Fee basis as follows:

B.9.1 Available Hours: 22.021

B.9.2 Estimated Cost: \$85.92 per hour OPTION EXTENDED TO 31 DECEMBER 2003

B.9.3 Fixed Fee: \$ 7.86 per hour B.9.4 Total CPFF: \$93.78 per hour

B.10 BASIC OPTION - CLIN 0024 - STS FOR BFVS - YEAR 4:

In accordance with paragraph H.58 of Part III, the Government shall have the option to increase the number of STS hours for the BFVS by a maximum of 350,796 hours, and may exercise this option in more than one increment. If exercised, CLIN 0024 amounts shall be increased on a Cost Plus Fixed Fee basis as follows:

B.10.1 Available Hours: 146,811

B.10.2 Estimated Cost: \$ 91.93 per hour OPTION EXTENDED TO 31 DECEMBER 2003

B.10.3 Fixed Fee: \$ 8.40 per hour B.10.4 Total CPFF: \$ 100.33 per hour

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Name of Offeror or Contractor: UNITED DEFENSE LP

B.11 OPTION - CLIN 0025 - STS FOR BFVS - YEAR 1:

In accordance with paragraph H.59 of Part III, the Government shall have the option to increase the number of STS hours for the BFVS by a maximum of 1,558 hours, and may exercise this option in more than one increment. If exercised, CLIN 0025 amounts shall be increased on a Cost Plus Fixed Fee basis as follows:

B.11.1 Available Hours: 1,558

B.11.2 Estimated Cost: \$ 78.11 per hour OPTION EXTENDED TO 31 DECEMBER 2003

B.11.3 Fixed Fee: \$ 7.10 per hour B.11.4 Total CPFF: \$ 85.21 per hour

B.12 OPTION - CLIN 0026 - STS FOR BFVS:

In accordance with paragraph H.60 of Part III, the Government shall have the option to increase the number of STS hours for the BFVS by a maximum of 49,782 hours, and may exercise this option in more than one increment. If exercised, CLIN 0026 amounts shall be increased on a Cost Plus Fixed Fee basis as follows:

B.12.1 Available Hours: 33,070

B.12.2 Estimated Cost: \$86.00 per hour OPTION EXTENDED TO 31 DECEMBER 2003

B.12.3 Fixed Fee: \$ 7.71 per hour
B.12.4 Total CPFF: \$93.71 per hour

B.13 OPTION - CLIN 0027 - STS FOR BFVS:

In accordance with paragraph H.61 of Part III, the Government shall have the option to increase the number of STS hours for the BFVS by a maximum of 167,611 hours, and may exercise this option in more than one increment. If exercised, CLIN 0027 amounts shall be increased on a Cost Plus Fixed Fee basis as follows: Prior Hours are used first.

Prior Added

B.13.1 Available Hours: 0 0

B.13.2 Estimated Cost: \$90.76 per hour \$90.55 per hour OPTION EXTENDED TO 31 DECEMBER 2003

B.13.3 Fixed Fee: \$ 8.13 per hour \$ 7.99 per hour B.13.4 Total CPFF: \$98.89 per hour \$98.54 per hour

B.14 OPTION - CLIN 0028 - STS FOR BFVS:

In accordance with paragraph H.62 of Part III, the Government shall have the option to increase the number of STS hours for the BFVS by a maximum of 540,058 hours, and may exercise this option in more than one increment. If exercised, CLIN 0028 amounts shall be increased on a Cost Plus Fixed Fee basis as follows:

B.14.1 Available Hours: 0

B.14.2 Estimated Cost: \$ 98.67 per hour OPTION EXTENDED TO 31 DECEMBER 2003

B.14.3 Fixed Fee: \$ 8.79 per hour B.14.4 Total CPFF: \$107.46 per hour

$\mbox{\ensuremath{\text{B.14.5}}}$ OPTION - CLIN 0029 - STS FOR MLRS:

In accordance with paragraph H.62.5 of Part III, the Government shall have the option to increase the number of STS hours for the BFVS by a maximum of 21,519 hours, and may exercise this option in more than one increment. If exercised, CLIN 0029 amounts shall be increased on a Cost Plus Fixed Fee basis as follows:

B.14.5.1 Available Hours:

B.14.5.2 Estimated Cost: \$ 70.68 per hour OPTION EXTENDED TO 31 DECEMBER 2003

B.14.5.3 Fixed Fee: \$ 6.42 per hour B.14.5.4 Total CPFF: \$ 77.10 per hour

B.15 BASIC OPTION - CLIN 0030 - STS FOR MLRS:

In accordance with paragraph H.63 of Part III, the Government shall have the option to increase the number of STS hours for the MLRS by a maximum of 0 hours, and may exercise this option in more than one increment. If exercised, CLIN 0030 amounts shall be increased on a Cost Plus Fixed Fee basis as follows:

B.15.1 Available Hours: -0-

B.15.2 Estimated Cost: \$ -0- OPTION EXTENDED TO 31 DECEMBER 2003

B.15.3 Fixed Fee: \$ -0-B.15.4 Total CPFF: \$ -0-

B.16 BASIC OPTION - CLIN 0031 - STS FOR MLRS:

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In accordance with paragraph H.64 of Part III, the Government shall have the option to increase the number of STS hours for the MLRS by a maximum of 13,200 hours, and may exercise this option in more than one increment. If exercised, CLIN 0031 amounts shall be increased on a Cost Plus Fixed Fee basis as follows:

B.16.1 Available Hours: 1,000

B.16.2 Estimated Cost: \$ 82.10 per hour OPTION EXTENDED TO 31 DECEMBER 2003

B.16.3 Fixed Fee: \$ 7.35 per hour B.16.4 Total CPFF: \$ 89.45 per hour

B.17 BASIC OPTION - CLIN 0032 - STS FOR MLRS:

In accordance with paragraph H.65 of Part III, the Government shall have the option to increase the number of STS hours for the MLRS by a maximum of 75,634 hours, and may exercise this option in more than one increment. If exercised, CLIN 0032 amounts shall be increased on a Cost Plus Fixed Fee basis as follows:

B.17.1 Available Hours: 0

B.17.2 Estimated Cost: \$ 81.79 per hour OPTION EXTENDED TO 31 DECEMBER 2003

B.17.3 Fixed Fee: \$ 7.41 per hour B.17.4 Total CPFF: \$ 89.20 per hour

B.18 OPTION - CLIN 0033 - STS FOR MLRS:

In accordance with paragraph H.66 of Part III, the Government shall have the option to increase the number of STS hours for the MLRS by a maximum of 7,959 hours, and may exercise this option in more than one increment. If exercised, CLIN 0033 amounts shall be increased on a Cost Plus Fixed Fee basis as follows:

B.18.1 Available Hours: 7,290

B.18.2 Estimated Cost: \$ 74.56 per hour OPTION EXTENDED TO 31 DECEMBER 2003

B.18.3 Fixed Fee: \$ 6.78 per hour B.18.4 Total CPFF: \$ 81.34 per hour

B.19 OPTION - CLIN 0034 - STS FOR MLRS:

In accordance with paragraph H.67 of Part III, the Government shall have the option to increase the number of STS hours for the MLRS by a maximum of 38,600 hours, and may exercise this option in more than one increment. If exercised, CLIN 0034 amounts shall be increased on a Cost Plus Fixed Fee basis as follows:

B.19.1 Available Hours: 3,141

B.19.2 Estimated Cost: \$ 82.16 per hour OPTION EXTENDED TO 31 DECEMBER 2003

B.19.3 Fixed Fee: \$ 7.37 per hour

B.19.4 Total CPFF: \$ 89.53 per hour

B.20 OPTION - CLIN 0035 - STS FOR MLRS:

In accordance with paragraph H.68 of Part III, the Government shall have the option to increase the number of STS hours for the MLRS by a maximum of 48,713 hours, and may exercise this option in more than one increment If exercised, CLIN 0035 amounts shall be increased on a Cost Plus Fixed Fee basis as follows:

B.20.1 Available Hours: 6,527

B.20.2 Estimated Cost: \$ 86.55 per hour OPTION EXTENDED TO 31 DECEMBER 2003

B.20.3 Fixed Fee: \$ 7.75 per hour B.20.4 Total CPFF: \$ 94.30 per hour

B.21 OPTION - CLIN 0036 - STS FOR MLRS:

In accordance with paragraph H.69 of Part III, the Government shall have the option to increase the number of STS hours for the MLRS by a maximum of 33,000 hours, and may exercise this option in more than one increment. If exercised, CLIN 0036 amounts shall be increased on a Cost Plus Fixed Fee basis as follows:

B.21.1 Available Hours: 33,000
B.21.2 Estimated Cost: \$ 2,889,663.00 OPTION EXTENDED TO 31 DECEMBER 2003

B.21.3 Fixed Fee: \$ 261,910.00 B.21.4 Total CPFF: \$ 3,151,573.00

B.22 BASIC OPTION - CLIN 0038 - MLRS FSRs - Year 2:

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In accordance with paragraph H.70 of Part III, the Government shall have the option to increase the number of STS hours for the MLRS FSR by a maximum of 42 hours, and may exercise this option in more than one increment. If exercised, CLIN 0038 amounts shall be increased on a Cost Plus Fixed Fee basis as follows:

B.22.1 Available Hours: 42

B.22.2 Estimated Cost: \$ 4,666.00 OPTION EXTENDED TO 31 DECEMBER 2003

B.22.3 Fixed Fee: \$ 419.00 B.22.4 Total CPFF: \$ 5,085.00

B.23 BASIC OPTION - CLIN 0039 - MLRS FSRs - Year 3:

In accordance with paragraph H.71 of Part III, the Government shall have the option to increase the number of STS hours for the MLRS FSR by a maximum of 6,248 hours, and may exercise this option in more than one increment. If exercised, CLIN 0039 amounts shall be increased on a Cost Plus Fixed Fee basis as follows:

B.23.1 Available Hours: 6,248

B.23.2 Estimated Cost: \$ 721,331.00 OPTION EXTENDED TO 31 DECEMBER 2003

B.23.3 Fixed Fee: 64,650.00 \$ B.23.4 Total CPFF: 785,981.00

B.24 BASIC OPTION - CLIN 0040 - MLRS FSRs:

In accordance with paragraph H.72 of Part III, the Government shall have the option to increase the number of STS hours for the MLRS FSR by a maximum of 8,943 hours, and may exercise this option in more than one increment. If exercised, CLIN 0040 amounts shall be increased on a Cost Plus Fixed Fee basis as follows:

Trans/TDS

B.24.1 Available Hours: 2,085 183 B.24.2 Estimated Cost: \$ 114.95 \$64.50 per hour OPTION EXTENDED TO 31 DECEMBER 2003

B.24.3 Fixed Fee: \$ 10.54 \$ 5.95 per hour B.24.4 Total CPFF: \$ 125.49 \$70.45 per hour

B.25 OPTION - CLIN 0041 - STS FOR EUROPEAN VARIANT TDP:

In accordance with paragraph H.73 of Part III, the Government shall have the option to increase the number of STS hours for the European Variant by a maximum of 1,000 hours, and may exercise this option in more than one increment. If exercised, CLIN 0041 amounts shall be increased on a Cost Plus Fixed Fee basis as follows:

B.25.1 Available Hours: 1,000

\$ 76.506.00 B.25.2 Estimated Cost: OPTION EXTENDED TO 31 DECEMBER 2003

6,954.00 B.25.3 Fixed Fee: Ś B.25.4 Total CPFF: 83,459.00

B.26 OPTION - CLIN 0042 - STS FOR EUROPEAN VARIANT TDP:

In accordance with paragraph H.74 of Part III, the Government shall have the option to increase the number of STS hours for the European Variant by a maximum of 2,000 hours, and may exercise this option in more than one increment. If exercised, CLIN 0042 amounts shall be increased on a Cost Plus Fixed Fee basis as follows:

B.26.1 Available Hours: 80

B.26.2 Estimated Cost: \$ 84.37 OPTION EXTENDED TO 31 DECEMBER 2003

B.26.3 Fixed Fee: 7.57 B.26.4 Total CPFF: \$ 91.94

B.27 OPTION - CLIN 0043 - STS FOR EUROPEAN VARIANT TDP - Year 3:

In accordance with paragraph H.75 of Part III, the Government shall have the option to increase the number of STS hours for the European Variant by a maximum of 1,000 hours, and may exercise this option in more than one increment. If exercised, CLIN 0043 amounts shall be increased on a Cost Plus Fixed Fee basis as follows:

B.27.1 Available Hours: 1,000

B.27.2 Estimated Cost: \$ 88,738.00 OPTION EXTENDED TO 31 DECEMBER 2003

B.27.3 Fixed Fee: \$ 7,950.00 B.27.4 Total CPFF: Ś 96.688.00

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B.28 OPTION - CLIN 0044 - STS FOR EUROPEAN VARIANT TDP - Year 4:

In accordance with paragraph H.76 of Part III, the Government shall have the option to increase the number of STS hours for the European Variant by a maximum of 1,000 hours, and may exercise this option in more than one increment. If exercised, CLIN 0044 amounts shall be increased on a Cost Plus Fixed Fee basis as follows:

B.28.1 Available Hours: 1,000

B.28.2 Estimated Cost: \$ 90,579.00 OPTION EXTENDED TO 31 DECEMBER 2003

B.28.3 Fixed Fee: \$ 8,213.00 B.28.4 Total CPFF: \$ 98,792.00

B.29 OPTION - CLIN 0045 - STS FOR DERIVATIVE VEHICLES - Year 1:

In accordance with paragraph H.77 of Part III, the Government shall have the option to increase the number of STS hours for the Derivative Vehicles by a maximum of -0- hours, and may exercise this option in more than one increment. If exercised, CLIN 0045 amounts shall be increased on a Cost Plus Fixed Fee basis as follows:

B.29.1 Available Hours: -0-

B.29.2 Estimated Cost: \$ -0- OPTION EXTENDED TO 31 DECEMBER 2003

B.29.3 Fixed Fee: \$ -0-B.29.4 Total CPFF: \$ -0-

B.30 OPTION - CLIN 0046 - STS FOR DERIVATIVE VEHICLES:

In accordance with paragraph H.78 of Part I, the Government shall have the option to increase the number of STS hours for the Derivative Vehicles by a maximum of 40,000 hours, and may exercise this option in more than one increment. If exercised, CLIN 0046 amounts shall be increased on a Cost Plus Fixed Fee basis as follows:

B.30.1 Available Hours: 37,705

B.30.2 Estimated Cost: \$90.35 per hour OPTION EXTENDED TO 31 DECEMBER 2003

B.30.3 Fixed Fee: \$ 8.06 per hour
B.30.4 Total CPFF: \$98.41 per hour

B.31 OPTION - CLIN 0047 - STS FOR DERIVATIVE VEHICLES:

In accordance with paragraph H.79 of Part III, the Government shall have the option to increase the number of STS hours for the Derivative Vehicles by a maximum of 141,137 hours, and may exercise this option in more than one increment. If exercised, CLIN 0047 amounts shall be increased on a Cost Plus Fixed Fee basis as follows: Prior hours are used first.

B.31.1 Available Hours: 897

B.31.2 Estimated Cost: \$ 95.14 per hour OPTION EXTENDED TO 31 DECEMBER 2003

B.31.3 Fixed Fee: \$ 8.42 per hour
B.31.4 Total CPFF: \$ 103.56 per hour

B.32 OPTION - CLIN 0048 - STS FOR DERIVATIVE VEHICLES:

In accordance with paragraph H.80 of Part III, the Government shall have the option to increase the number of STS hours for the Derivative Vehicles by a maximum of 60,000 hours, and may exercise this option in more than one increment. If exercised, CLIN 0048 amounts shall be increased on a Cost Plus Fixed Fee basis as follows: Prior hours are used first.

Prior Added

B.32.1 Available Hours: 20,000 40,000

B.32.2 Estimated Cost: \$91.34 per hour \$104.31 per hour OPTION EXTENDED TO 31 DECEMBER 2003

B.32.3 Fixed Fee: \$ 8.28 per hour \$ 9.31 per hour B.32.4 Total CPFF: \$99.62 per hour \$113.62 per hour

B.33 OPTION - CLIN 0049 - STS FOR OUT-OF-PRODUCTION VEHICLES - Year 1:

In accordance with paragraph H.81 of Part III, the Government shall have the option to increase the number of STS hours for the Out-of-Production Vehicles by a maximum of 22,733 hours, and may exercise this option in more than one increment. If exercised, CLIN 0049 amounts shall be increased on a Cost Plus Fixed Fee basis as follows:

B.33.1 Available Hours: 22,733

B.33.2 Estimated Cost: \$70.64 per hour OPTION EXTENDED TO 31 DECEMBER 2003

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B.33.3 Fixed Fee: \$ 6.42 per hour B.33.4 Total CPFF: \$77.06 per hour

B.34 OPTION - CLIN 0050 - STS FOR OUT-OF-PRODUCTION VEHICLES - Year 2:

In accordance with paragraph H.82 of Part III, the Government shall have the option to increase the number of STS hours for the Out-of-Production Vehicles by a maximum of 24,374 hours, and may exercise this option in more than one increment. If exercised, CLIN 0050 amounts shall be increased on a Cost Plus Fixed Fee basis as follows:

B.34.1 Available Hours: 24,374

B.34.2 Estimated Cost: \$77.45 per hour OPTION EXTENDED TO 31 DECEMBER 2003

B.34.3 Fixed Fee: \$ 6.96 per hour
B.34.4 Total CPFF: \$84.41 per hour

B.35 OPTION - CLIN 0051 - STS FOR OUT-OF-PRODUCTION VEHICLES - Year 3:

In accordance with paragraph H.83 of Part III, the Government shall have the option to increase the number of STS hours for the Out-of-Production Vehicles by a maximum of 40,000 hours, and may exercise this option in more than one increment. If exercised, CLIN 0051 amounts shall be increased on a Cost Plus Fixed Fee basis as follows:

B.35.1 Available Hours: 39,944

B.35.2 Estimated Cost: \$81.92 per hour OPTION EXTENDED TO 31 DECEMBER 2003

B.35.3 Fixed Fee: \$ 7.33 per hour
B.35.4 Total CPFF: \$89.25 per hour

B.36 OPTION - CLIN 0052 - STS FOR OUT-OF-PRODUCTION VEHICLES:

In accordance with paragraph H.84 of Part III, the Government shall have the option to increase the number of STS hours for the Out-of-Production Vehicles by a maximum of 40,000 hours, and may exercise this option in more than one increment. If exercised, CLIN 0052 amounts shall be increased on a Cost Plus Fixed Fee basis as follows:

B.36.1 Available Hours: 35,687 391

B.36.2 Estimated Cost: \$ 82.32 per hour \$ 81.79 per hour OPTION EXTENDED TO 31 DECEMBER 2003

B.36.3 Fixed Fee: \$ 7.46 per hour \$ 7.41 per hour B.36.4 Total CPFF: \$ 89.78 per hour \$ 89.20 per hour

B.37 OPTION - CLIN 0053 - REVISIONING SERVICES FOR MLRS FMS CASE TBD

In accordance with paragraph H.85 of Part III, the Government shall have the option to increase the number of STS hours for the MLRS Revisioning Services by a maximum of 2,200 hours, and may exercise this option in more than one increment. If exercised, CLIN 0053 amounts shall be increased on a Cost Plus Fixed Fee basis as follows:

B.37.1 Available Hours: 1,843

B.37.2 Estimated Cost: \$ 88.03 per hour OPTION EXTENDED TO 31 DECEMBER 2003

B.37.3 Fixed Fee: \$ 8.02 per hour B.37.4 Total CPFF: \$ 96.05 per hour

 $\hbox{\tt B.38}\quad \hbox{\tt OPTION - CLIN 0054 - MLRS - FMS CASE TBD}\\$

In accordance with paragraph H.86 of Part III, the Government shall have the option to increase the number of STS hours for the MLRS - FMS Case TBD by a maximum of 2,200 hours, and may exercise this option in more than one increment. If exercised, CLIN 0054 amounts shall be increased on a Cost Plus Fixed Fee basis as follows:

B.38.1 Available Hours: 2,200

B.38.2 Estimated Cost: \$ 213,711.00 OPTION EXTENDED TO 31 DECEMBER 2003

B.38.3 Fixed Fee: \$ 19,200.00 B.38.4 Total CPFF: \$ 232,910.00

B.39 OPTION - CLIN 0055 - MLRS - FMS CASE TBD

In accordance with paragraph H.87 of Part III, the Government shall have the option to increase the number of STS hours for the MLRS - FMS Case TBD by a maximum of 2,200 hours, and may exercise this option in more than one increment. If exercised, CLIN 0055 amounts shall be increased on a Cost Plus Fixed Fee basis as follows:

B.39.1 Available Hours: 2,200

B.39.2 Estimated Cost: \$ 222,291.00 OPTION EXTENDED TO 31 DECEMBER 2003

B.39.3 Fixed Fee: \$ 19,939.00

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B.39.4 Total CPFF: \$ 242,230.00

B.40 OPTION - CLIN 0056 - MLRS - FMS CASE TBD

In accordance with paragraph H.88 of Part III, the Government shall have the option to increase the number of STS hours for the MLRS - FMS Case TBD by a maximum of 2,200 hours, and may exercise this option in more than one increment. If exercised, CLIN 0056 amounts shall be increased on a Cost Plus Fixed Fee basis as follows:

B.40.1 Available Hours: 2,200

B.40.2 Estimated Cost: \$ 226,262.00 OPTION EXTENDED TO 31 DECEMBER 2003

B.40.3 Fixed Fee: \$ 20,535.00 B.40.4 Total CPFF: \$ 246,797.00

B.41 OPTION - CLIN 0057 - PRODUCT SUPPORT FOR FMS CASE TBD - YEAR 1:

In accordance with paragraph H.89 of Part III, the Government shall have the option to increase the number of STS hours for Product Support for FMS Case TBD by a maximum of -0- hours, and may exercise this option in more than one increment. If exercised, CLIN 0057 amounts shall be increased on a Cost Plus Fixed Fee basis as follows:

B.41.1 Available Hours: -0-

B.41.2 Estimated Cost: \$ -0-_ OPTION EXTENDED TO 31 DECEMBER 2003

B.41.3 Fixed Fee: \$ -0-B.41.4 Total CPFF: \$ -0-

B.42 OPTION - CLIN 0058 - PRODUCT SUPPORT FOR FMS CASE TBD - YEAR 2:

In accordance with paragraph H.90 of Part III, the Government shall have the option to increase the number of STS hours for Product Support for an FMS Case TBD by a maximum of 2,370 hours, and may exercise this option in more than one increment. If exercised, CLIN 0058 shall be increased on a Cost Plus Fixed Fee basis on the following NTE hourly rate of \$91.57.

B.42.1 Available Hours: 2,370

B.42.2 Estimated Cost: \$ 155,511.00 \$84.06 OPTION EXTENDED TO 31 DECEMBER 2003
B.42.3 Fixed Fee: \$ 20,040.00 \$ 7.51
B.42.4 Total CPFF: \$ 175,551.00 \$91.57

B.43 OPTION - CLIN 0059 - PRODUCT SUPPORT FOR FMS CASE TBD - YEAR 3:

In accordance with paragraph H.91 of Part III, the Government shall have the option to increase the number of STS hours for Product Support for an FMS Case TBD by a maximum of 1,962 hours, and may exercise this option in more than one increment. If exercised, CLIN 0059 amounts shall be increased on a Cost Plus Fixed Fee basis on the following NTE hourly rate of \$99.79.

B.43.1 Available Hours: 1,030

B.43.2 Estimated Cost: \$91.61 per hour OPTION EXTENDED TO 31 DECEMBER 2003

B.43.3 Fixed Fee: \$ 8.18 per hour B.43.4 Total CPFF: \$99.79 per hour

B.44 OPTION - CLIN 0060 - PRODUCT SUPPORT FOR FMS CASE TBD - YEAR 4:

In accordance with paragraph H.92 of Part III, the Government shall have the option to increase the number of STS hours for Product Support for an FMS Case TBD by a maximum of 2,860 hours, and may exercise this option in more than one increment. If exercised, CLIN 0060 amounts shall be increased on a Cost Plus Fixed Fee basis on the following NTE hourly rate of \$110.84.

B.44.1 Available Hours: 2,860

B.44.2 Estimated Cost: \$ 337,260.00 \$101.66 OPTION EXTENDED TO 31 DECEMBER 2003

B.44.3 Fixed Fee: \$ 30,533.00 \$ 9.18 B.44.4 Total CPFF: \$ 367,793.00 \$110.84

B.45 OPTION - CLIN 0061 - BFVS WSTRs/CFSRs - YEAR 1:

In accordance with paragraph H.93 of Part III, the Government shall have the option to increase the number of STS hours for the BFVS WSTR/CFSR by a maximum of 14,000 hours, and may exercise this option in more than one increment. If exercised, CLIN 0061 amounts shall be increased on a Cost Plus Fixed Fee basis as follows:

B.45.1 Available Hours: 4,000

B.45.2 Estimated Cost: \$ 364,491.00 OPTION EXTENDED TO 31 DECEMBER 2003

B.45.3 Fixed Fee: \$ 33,152.00

B.45.4 Total CPFF: \$ 397,644.00

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B.46 OPTION - CLIN 0062 - BFVS WSTRs/CFSRs - YEAR 2:

In accordance with paragraph H.94 of Part III, the Government shall have the option to increase the number of STS hours for the BFVS WSTR/CFSR by a maximum of 14,000 hours, and may exercise this option in more than one increment. If exercised, CLIN 0062 amounts shall be increased on a Cost Plus Fixed Fee basis as follows:

B.46.1 Available Hours: 4,000

B.46.2 Estimated Cost: \$ 399,385.00 OPTION EXTENDED TO 31 DECEMBER 2003

B.46.3 Fixed Fee: \$ 35,850.00 B.46.4 Total CPFF: \$ 435,236.00

B.47 OPTION - CLIN 0063 - BFVS WSTRs/CFSRs - YEAR 3:

In accordance with paragraph H.95 of Part III, the Government shall have the option to increase the number of STS hours for the BFVS WSTR/CFSR by a maximum of 14,000 hours, and may exercise this option in more than one increment. If exercised, CLIN 0063 amounts shall be increased on a Cost Plus Fixed Fee basis as follows:

B.47.1 Available Hours: 4,000

B.47.2 Estimated Cost: \$ 419,851.00 OPTION EXTENDED TO 31 DECEMBER 2003

B.47.3 Fixed Fee: \$ 37,632.00 B.47.4 Total CPFF: \$ 457,483.00

B.48 OPTION - CLIN 0064 - BFVS WSTRs/CFSRs - YEAR 4:

In accordance with paragraph H.96 of Part III, the Government shall have the option to increase the number of STS hours for the BFVS WSTR/CFSR by a maximum of 14,000 hours, and may exercise this option in more than one increment. If exercised, CLIN 0064 amounts shall be increased on a Cost Plus Fixed Fee basis as follows:

B.47.1 Available Hours: 4,000

B.48.2 Estimated Cost: \$ 428,459.00 OPTION EXTENDED TO 31 DECEMBER 2003

B.48.3 Fixed Fee: \$ 38,863.00 B.48.4 Total CPFF: \$ 467,321.00

 $\mbox{\ensuremath{\text{B.49}}}$ OPTION - CLIN 0065 - STS FOR FMS CASE TBD - YEAR 1:

In accordance with paragraph H.97 of Part III, the Government shall have the option to increase the number of STS hours for the FMS TBD by a maximum of 760 hours, and may exercise this option in more than one increment. If exercised, CLIN 0065 amounts shall be increased on a Cost Plus Fixed Fee basis as follows:

B.49.1 Available Hours: 760

B.49.2 Estimated Cost: \$ 516.00 OPTION EXTENDED TO 31 DECEMBER 2003

B.49.3 Fixed Fee: \$ 5,532.00 B.49.4 Total CPFF: \$ 6,048.00

B.50 OPTION - CLIN 0066 - STS FOR MLRS FMS CASE TBD - YEAR 2:

In accordance with paragraph H.98 of Part III, the Government shall have the option to increase the number of STS hours for the FMS TBD by a maximum of 0 hours, and may exercise this option in more than one increment. If exercised, CLIN 0066 amounts shall be increased on a Cost Plus Fixed Fee basis as follows:

B.50.1 Available Hours: 0

B.50.2 Estimated Cost: \$ 0 OPTION EXTENDED TO 31 DECEMBER 2003

B.50.3 Fixed Fee: \$ 0 B.50.4 Total CPFF: \$ 0

B.51 OPTION - CLIN 0067 - STS FOR MLRS FMS CASE TBD - YEAR 3:

In accordance with paragraph H.99 of Part III, the Government shall have the option to increase the number of STS hours for the FMS TBD by a maximum of 100,000 hours, and may exercise this option in more than one increment. If exercised, CLIN 0067 amounts shall be increased on a Cost Plus Fixed Fee basis as follows:

B.51.1 Available Hours: 100,000

B.51.2 Estimated Cost: \$ 95.20 per hour OPTION EXTENDED TO 31 DECEMBER 2003

B.51.3 Fixed Fee: \$ 8.45 per hour

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B.51.4 Total CPFF: \$ 103.65 per hour

B.52 OPTION - CLIN 0068 - STS FOR MLRS FMS CASE TBD - YEAR 4:

In accordance with paragraph H.100 of Part III, the Government shall have the option to increase the number of STS hours for the FMS TBD by a maximum of 101,000 hours, and may exercise this option in more than one increment. If exercised, CLIN 0068 amounts shall be increased on a Cost Plus Fixed Fee basis as follows:

B.52.1 Available Hours:

B.52.2 Estimated Cost: \$ 100.95 per hour OPTION EXTENDED TO 31 DECEMBER 2003

B.52.3 Fixed Fee: \$ 9.07 per hour SubCLINS 0068AE are closed to further billings

B.52.4 Total CPFF: \$ 110.02 per hour as of Modification P00280

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B.53 OPTION (BASIC) - CLIN 0017 - BFVS WEAPON SYSTEM TECHNICAL REPRESENTATIVES/CONTRACTOR FIELD SERVICE REPRESENTATIVES - YEAR 1

In accordance with paragraph H.104 of Part III, the Government shall have the option to increase the number of STS hours for the BFVS WSTR/CFSR by a maximum of 0 hours, and may exercise this option in more than one increment. If exercised, CLIN 0017 amounts shall be increased on a Cost Plus Fixed Fee basis as follows:

B.53.1 Available Hours: (

B.53.2 Estimated Cost: \$ -0- OPTION EXTENDED TO 31 DECEMBER 2003

B.53.3 Fixed Fee: \$ -0-B.53.4 Total CPFF: \$ -0-

NOTE: This option exercised in its entirety by Modification P00020.

B.54 BASIC OPTION - CLIN 0037 - MLRS FSRs - YEAR 1:

In accordance with paragraph H.105 of Part III, the Government shall have the option to increase the number of STS hours for the MLRS FSR by a maximum of 1,900 hours, and may exercise this option in more than one increment. The 1,600 hours left under this CLIN 0037 will be exercised using under-run funding from Modification P00084, which will increase cost and decrease fee.

B.54.1 Available Hours: 1,600

B.54.2 Estimated Cost: \$ 104.18 per hour OPTION EXTENDED TO 31 DECEMBER 2003

B.54.3 Fixed Fee: \$ 9.38 per hour B.54.4 Total CPFF: \$ 113.56 per hour

B.55 OPTION - CLIN 0069 - 3,000 MILE DURABILITY TEST FOR THE MLRS - YEAR 2

In accordance with paragraph H.106 of Part III, the Government shall have the option to increase the number of STS hours for an MLRS Carrier 3,000 mile durability test by a maximum of 1,884 hours, and may exercise this option in more than one increment. If exercised, CLIN 0069 amounts shall be increased on a Cost Plus Fixed Fee basis as follows:

B.55.1 Available Hours: 1,884

B.55.2 Estimated Cost: \$ 207,377.00 OPTION EXTENDED TO 31 DECEMBER 2003

B.55.3 Fixed Fee: \$ 19,027.00 B.55.4 Total CPFF: \$ 226,404.00

 ${\tt B.56}~{\tt OPTION}$ - CLIN 0070 - 3,000 MILE DURABILITY TEST FOR THE MLRS - YEAR 3:

In accordance with paragraph H.107 of Part III, the Government shall have the option to increase the number of STS hours for an MLRS Carrier 3,000 mile durability test by a maximum of 4,459 hours, and may exercise this option in more than one increment. If exercised, CLIN 0070 amounts shall be increased o a Ccost Plus Fixed Fee basis as follows:

B.56.1 Available Hours: 4,459

B.56.2 Estimated Cost: \$ 512,314.00 OPTION EXTENDED TO 31 DECEMBER 2003

B.56.3 Fixed Fee: \$ 47,057.00 B.56.4 Total CPFF: \$ 559,371.00

B.57 OPTION - CLIN 0071 - 3,000 MILE DURABILITY TEST FOR THE MLRS - YEAR 4

In accordance with paragraph H.108 of Part III, the Government shall have the option to increase the number of STS hours for an MLRS Carrier 3,000 mile durability test by a maximum of 4,459 hours, and may exercise this option in more than one increment. If exercised, CLIN 0071 amounts shall be increased on a Cost Plus Fixed Fee basis as follows:

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B.57.1 Available Hours:

B.57.2 Estimated Cost: \$ 489,981.00 OPTION EXTENDED TO 31 DECEMBER 2003

B 57 3 Fixed Fee: \$ 45,002.00 B.57.4 Total CPFF: \$ 534.983.00

PART III - Cost Plus Fixed Fee - C2V

B.59 The following clauses in Part I apply to this Part III: B.1 through B.7.

B.60 OPTION - CLIN 0085 - C2V - LRIP - YEAR 2:

In accordance with paragraph H.111 of Part III, the Government shall have the option to increase the number of STS/ESIP hours for the C2V - LRIP by a maximum of 1940 hours. If exercised, CLIN 0085 amounts shall be increased on a Cost Plus Fixed Fee basis on the following NTE hourly rate of \$95.86.

B.60.1 Available Hours: 0

\$88.03 per hour CLOSED AS OF MODIFICATION P000279 B.60.2 Estimated Cost:

B.60.3 Fixed Fee: \$ 7.83 per hour B.60.4 Total CPFF: \$95.86 per hour

B.61 OPTION - CLIN 0086 - C2V - LRIP - YEAR 2:

In accordance with paragraph H.112 of Part III, the Government shall have the option to increase the number of STS/ESIP hours for the C2V -LRIP by a maximum of 196,944 hours. If exercised, CLIN 0086 amounts shall be increased on a Cost Plus Fixed Fee basis on the following NTE hourly rate of \$114.51 and \$118.57.

> Pre-Dec 1999 Post Dec 1999

0 B.61.1 Available Hours: 7,428

B.61.2 Estimated Cost: \$ 105.23 per hour \$ 108.69 per hour CLOSED AS OF MODIFICATION P000279

\$ 9.88 B.61.3 Fixed Fee: \$ 9.28 per hour per hour B.61.4 Total CPFF: \$ 114.51 per hour \$ 118.57 per hour

B.62 OPTION - CLIN 0087 - C2V - LRIP - YEAR 3:

In accordance with paragraph H.113 of Part III, the Government shall have the option to increase the number of STS/ESIP hours for the C2V - LRIP by a maximum of 190,655 hours. If exercised, CLIN 0087 amounts shall be increased on a Cost Plus Fixed Fee basis as follows:

B.62.1 Available Hours: -0-21,106

B.62.2 Estimated Cost: \$ 114.17 per hour \$ 100.92 per hour OPTION EXTENDED TO 31 DECEMBER 2003

B.62.3 Fixed Fee: \$ 10.27 per hour 9.22 per hour \$ 124.44 per hour \$ 110.14 per hour B.62.4 Total CPFF: \$

B.63 OPTION - CLIN 0088 - C2V - LRIP - YEAR 4:

In accordance with paragraph H.114 of Part III, the Government shall have the option to increase the number of STS/ESIP hours for the C2V - LRIP by a maximum of 75,955 hours. If exercised, CLIN 0088 amounts shall be increased on a Cost Plus Fixed Fee basis on the following NTE hourly rate of \$118.57:

B.63.1 Available Hours: 0

B.63.2 Estimated Cost: \$ 12,603,149.00 OPTION EXTENDED TO 31 DECEMBER 2003

B.63.3 Fixed Fee: \$ 1,145,635.00 B.63.4 Total CPFF: \$ 13,748,784.00

B.64 OPTION - CLIN 0089 - C2V - LRIP - YEAR 4:

In accordance with paragraph H.115 of Part III, the Government shall have the option to increase the number of STS/ESIP hours for the C2V - LRIP by a maximum of 1,975 hours. If exercised, CLIN 0089 amounts shall be increased on a Cost Plus Fixed Fee basis on the following NTE hourly rate of \$129.89:

B.64.1 Available Hours: 1,975

OPTION EXTENDED TO 31 DECEMBER 2003 B.64.2 Estimated Cost: \$ 235,223.00

B.64.3 Fixed Fee: \$ 21,310.00 B.64.4 Total CPFF: \$ 256,533.00

B.65 OPTION - CLIN 0090 - C2V - LRIP - YEAR 4:

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In accordance with paragraph H.116 of Part III, the Government shall have the option to increase the number of STS/ESIP hours for the C2V - LRIP by a maximum of 855 hours. If exercised, CLIN 0090 amounts shall be increased on a Cost Plus Fixed Fee basis on the following NTE hourly rate of \$135.72:

B.65.1 Available Hours: 855

B.65.2 Estimated Cost: \$ 106,396.00 OPTION EXTENDED TO 31 DECEMBER 2003

B.65.3 Fixed Fee: \$ 9,644.00 B.65.4 Total CPFF: \$ 116,040.00

PART III - Cost Plus Fixed Fee - BFIST

B.66 The following clauses in Part I apply to this Part III: B.1 through B.7.

B.67 OPTION - CLIN 0094 - BFIST:

In accordance with paragraph H.123 of Part III, the Government shall have the option to increase the number of STS/ESIP hours for the BFIST - LRIP by a maximum of 15,000 hours. If exercised, CLIN 0094 amounts shall be increased on a Cost Plus Fixed Fee basis on the following hourly rate of \$99.30.

B.67.1 Available Hours 15,000

B.67.2 Estimated Cost: \$91.20 per hour OPTION EXTENDED TO 31 DECEMBER 2003

B.67.3 Fixed Fee: \$ 8.10 per hour B.67.4 Total CPFF: \$99.30 per hour

B.68 OPTION - CLIN 0095 - BFIST:

In accordance with paragraph H.124 of Part III, the Government shall have the option to increase the number of STS/ESIP hours for the BFIST by a maximum of 71,178 hours. If exercised, CLIN 0095 amounts shall be increased on a Cost Plus Fixed Fee basis on the following hourly rate of \$103.25.

B.68.1 Available Hours: 9,962

B.68.2 Estimated Cost: \$ 94.84 per hour OPTION EXTENDED TO 31 DECEMBER 2003

B.68.3 Fixed Fee: \$ 8.41 per hour B.68.4 Total CPFF: \$103.25 per hour

B.69 OPTION - CLIN 0096 - BFIST:

In accordance with paragraph H.125 of Part III, the Government shall have the option to increase the number of STS/ESIP hours for the BFIST by a maximum of 40,000 hours. If exercised, CLIN 0096 amounts shall be increased on a Cost Plus Fixed Fee basis on the following hourly rate of \$111.72.

B.69.1 Available Hours: 40,000

B.69.2 Estimated Cost: \$102.55 per hour OPTION EXTENDED TO 31 DECEMBER 2003

B.69.3 Fixed Fee: \$ 9.17 per hour B.69.4 Total CPFF: \$111.72 per hour

*** END OF NARRATIVE B 001 ***

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SECTION G - CONTRACT ADMINISTRATION DATA

LINE <u>ITEM</u>	PRON/ AMS CD	ACRN	OBLG STAT/ JOB ORD NO	PRIOR AMOUNT	INCREASE/DECREASE AMOUNT	CUMULATIVEAMOUNT
0068AD	J582M141J6	WD	1 8FMJYJ	\$ 521,934.00	\$ -38,161.35	\$ 483,772.65
0068AE	J587E868EH 9XXXXX	KS	1 8FMJVS	\$ 30,000.00	\$ -30,000.00	\$ 0.00
0068AE	J587E868EH 9XXXXX	XG	1 8FMJVS	\$ 0.00	\$ 29,166.23	\$ 29,166.23
				NET CHANGE	\$ -38,995.12	

SERVICE	NET CHANGE		ACCOUNTING		INCREASE/DECREASE
NAME	BY ACRN	ACCOUNTING CLASSIFICATION	STATION	_	AMOUNT
Army	KS	9711 X8242M501X6D1000VLU 00125CZM5S20113	W56HZV	\$	-30,000.00
Army	WD	9711 X8242KSO1X6D1000JBA 01425CZKSS2011382M141	W56HZV	\$	-38,161.35
Army	XG	9711 X8242M501X6D1000VLU 00125CZM5S2011387E868	W56HZV	\$_	29,166.23
			NET CHANGE	\$	-38,995.12

	PRIOR AMOUNT	PRIOR AMOUNT INCREASE/DECREAS		CUMULATIVE
	OF AWARD		AMOUNT	OBLIG AMT
NET CHANGE FOR AWARD:	\$ 285,599,958.86	\$	-38,995.12	\$ 285,560,963.74

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

 Status
 Regulatory Cite
 Title
 Date

 H-1 ADDED
 252.228-7003
 CAPTURE AND DETENTION
 DEC/1991

H-2 CHANGED AFARS

CONTRACTOR DEPLOYMENT ON MILITARY OPERATIONS

MAY/2002

- (a) Definitions.
- As used in this Clause
- (1) Theater Support Contractors. Provides support to deployed operational forces pursuant to contracts arranged within the mission area of responsibility, or prearranged contracts through Host Nation (HN) and/or regional businesses and vendors. Contracting personnel deployed with the deployed force, working under the contracting authority of the theater or Joint Task Force (JTF) contracting chief, normally award and administers these contracts. Theater support contractors provide goods, services, and minor construction, usually from the local yendor base.
- (2) External Support Contractors. Provides support for deployed operational forces working pursuant to contracts awarded under the command and procurement authority of supporting headquarters outside the theater. These may be US or third country businesses and vendors. These contracts are usually prearranged, but may be contracts awarded or modified during the mission based on the commanders' needs. Examples include the Army's Logistics Civil Augmentation Program (LOGCAP), the Air Force Civil Augmentation Program (AFCAP), the Navy's Construction Capability (CONCAP), United States Transportation Command (USTRANSCOM) provision of Civil Reserve Air Fleet (CRAF), and war reserve materiel (WRM) contracts.
- (3) System Contractors. Logistical support deployed with operational forces under prearranged contracts awarded by Service program managers or by Military Service component logistics commands. They support specific systems throughout their system's life cycle (including spare parts and maintenance), during peacetime, conflict, and war.
- (4) Military Operations. The full spectrum of armed conflict and military operations other than war (MOOTW), both domestic and overseas, as directed by appropriate authority.
- (b) General.
- (1) This general guidance addresses the deployment of systems contractor personnel, , and AMC external support contractor personnel, into a theater of operations in support of a contingency or exercise.
- (2) The general guidance provided by this provision is not all-inclusive nor are all items required for all situations. Each contingency will evolve differently depending upon the theater commanders guidance impact on the deployment. The Contracting Officer may tailor these provisions as appropriate for individual contracts or task orders. The provisions of this clause shall apply unless tailored by the Contracting Officer. The contractor is obligated to request any specific information needed at the time of deployment from the contracting officer.
- (c) Management.
- (1) When the performance of the contract requires the contractor to deploy personnel in support of a contingency, the contractor shall ensure that all personnel hired by or for the contractor (including subcontractors) will comply with all guidance, instructions, and general orders applicable to U.S. Armed Forces and DOD civilians as issued by the Theater Commander or his/her representative. This will include any and all guidance and instructions issued based upon the need to ensure mission accomplishment, force protection, and safety, unless directed otherwise in the contract document.
- (2) The contractor shall comply, and shall ensure that all deployed prime contract employees, subcontractor employees, invitees and agents comply with pertinent Service and Department of Defense directives, policies, and procedures, as well as federal statutes, judicial interpretations and international agreements (e.g., Status of Forces Agreements, Host Nation Support Agreements, etc.) applicable to U.S. Armed Forces or U.S. citizens in the area of operations. Host Nation laws and existing Status of Forces Agreements may take precedence over contract requirements. The contracting officer will resolve disputes. The contractor shall provide the contracting officer copies, if requested, of any documents relating to the dispute.
- (3) The contractor shall at all times be responsible for the conduct of its employees and those of its subcontractors and invitees.
- (4) The Contractor shall promptly resolve, to the satisfaction of the contracting officer, all contractor employee performance and conduct problems identified by the cognizant contracting officer or his/her designated representative.
- (5) The contracting officer may direct the contractor, at the contractor's expense, to remove or replace any contractor employee failing to adhere to instructions and general orders issued by the Theater Commander or his/her designated representative.
- (d) Logistics Support Element. The contractor and contractor employees shall report into the Army Materiel Command Logistics Support Element (AMC LSE) and provide necessary information to the AMC LSE on the contractor's deployment and activities in the area of operation (AOR) to facilitate the AMC LSE logistics integration function. Initial contact and coordination with the AMC LSE shall be conducted prior to deployment into the theater. Similar coordination and reporting to the AMC LSE shall occur prior to exiting the area of operation. Any additional coordination requirements with the AMC LSE shall be as defined by the Contracting Officer or Contracting Officer Representative (COR).
- (e) Risk Assessment and Mitigation.
- (1) The contractor will brief its employees regarding the potential danger, stress, physical hardships and field living conditions.
- (2) The contractor will require all its employees to acknowledge in writing that they understand the danger, stress, physical hardships and field living conditions that are possible if the employee deploys in support of military operations.
- (3) The contractor will ensure that all deployable employees are medically and physically fit to endure the rigors of deployment in support of a military operation. If an employee is unable to perform, the contractor must replace the employee.
- (4) If a contractor employee departs an area of operations without permission, the contractor will ensure continued performance in accordance with the terms and conditions of the contract. If the contractor replaces an employee who departs without permission, the replacement is at contractor expense and must be complete within 72 hours, unless otherwise directed by the contracting officer.
- (5) The contractor will designate and provide contact information for a point of contact and back up for all its plans and operations

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and, if necessary, establish an operations center to plan and control the contractor deployment process and resolve operations issues with the deployed force.

- (6) As required by the operational situation, the government may at its discretion relocate contractor personnel (who are citizens of the United States, aliens in resident in the United States or third country nationals, not resident in the host nation) to a safe area or evacuate them from the area of operations. The U.S. State Department has responsibility for evacuation of non-essential personnel.
- (f) Force Protection. While performing duties in accordance with (IAW) the terms and conditions of the contract, the Service Theater Commander will provide force protection to contractor employees commensurate with that given to Service/Agency (e.g. Army, Navy, Air Force, Marine Corps, DLA) civilians in the operations area unless otherwise stated in the contract.
- (q) Central Processing and Departure Point.
- (1) For any contractor employee determined by the government at the deployment-processing site to be non-deployable for debilitating health problems or failure to have a security clearance when one is required, the contractor shall promptly remedy the problem. If the problem cannot be remedied in time for deployment, a replacement having equivalent qualifications and skills shall be provided in time for scheduled deployment.
- (2) The contractor shall ensure that all deploying employees receive all required mission training and successfully complete the training.
- (3) The government, when applicable, will provide the contractor employees with Chemical, Biological, Nuclear, Radiological and High Yield Explosive (CBRNE) equipment. CBRNE familiarization training commensurate with the training provided to Department of Defense civilian employees.
- (4) The contractor, when permitted by the Government, will have the flexibility to deploy its own employees. If authorization to deploy its own employees is provided, the contractor is responsible to ensure all deployment requirements are met, and shall ensure they have coordinated all deployment requirements with the Contracting Officer and the appropriate AMC LSE.
- (h) Standard Identification Cards.
- (1) The contracting officer or designee shall identify to the contractor all identification cards and tags required for deployment.
- (2) The contracting officer or designee shall issue or shall inform the contractor where the identification cards and tags are to be issued
- (3) The contracting officer or designee shall coordinate for issuance of required identification cards and tags for all contractor employees not processing through a CONUS Replacement Center.
- (4) The contractor shall ensure that all deploying individuals have the required identification tags and cards prior to deployment.
- (5) Upon redeployment, the contractor will ensure that all issued controlled identification cards and tags are returned to the government.
- (6) Upon arrival in theater contractor personnel may be required to obtain additional locally required identification cards. The government representative who has cognizance for these contractor personnel in theater will assist in the coordination of the issuance of these identification cards to contractor personnel.
- (i) Medical.
- (1) The contracting officer shall provide the contractor with all physical and medical requirements and standards necessary for deployment.
- (2) The contractor shall be responsible for providing employees who meet the physical standards and medical requirements for job performance in the designated theater of operations.
- (3) The government may require medical screening at the CONUS Replacement Center for Food and Drug Administration approved immunizations, which may include DNA sampling.
- (4) For any deployed contractor employee determined by the government to be medically unfit, the contractor shall promptly remedy the problem. If the problem cannot be remedied, a replacement having equivalent qualifications and skills shall be provided as determined by the contracting officer.
- (5) When applicable or IAW with a standing contract, the government will provide to contractor employees deployed in a theater of operations emergency and essential medical and dental care commensurate with the care provided to Department of Defense civilian deployed in the theater of operations until they return to CONUS. Treatment will include vaccinations, preventive medications, and intra and inter theater evacuation. Priority of care will be the same as government/military personnel.
- (6) Deploying civilian contractor personnel shall carry with them a minimum of a 90-day supply of any medication they require.
- (j) Clothing and Equipment Issue.
- (1) Contractor personnel accompanying the force are not authorized to wear military clothing, except for specific items required for safety and security. An individuals status as a contractor employee shall be conspicuously displayed on their clothing unless prohibited for operational reasons.
- (2) If required, the government at its discretion may provide to the contractor all required military unique Organizational Clothing and Individual Equipment (OCIE). (Types of OCIE may include Nuclear, Biological, Chemical, Radiological, and High yield Explosive Equipment).
- (3) Upon receipt of OCIE, the contractor shall assume responsibility and accountability for these items.
- (4) The contractor or contractor employee shall sign for all issued OCIE, thus acknowledging receipt and acceptance of responsibility for the proper maintenance and accountability of issued organizational clothing and individual equipment.
- (5) The contractor shall ensure that all OCIE are returned to the government, along with all pertinent documentation demonstrating the return of issued OCIE to government control.
- (6) The contracting officer will require the contractor to reimburse the government for OCIE lost or damaged due to contractor negligence.
- (k) Weapons and Training.
- (1) Whether contractor personnel will be permitted to carry a government furnished weapon for self-defense purposes in the Area of Operations (AO) is at the discretion of the Theater Commander. However, Contractor personnel will not possess personally owned firearms

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in the AO. The government may at its discretion issue weapons and ammunition for self-defense to the contractor employees. Acceptance of weapons by contractor employees is at the discretion of the contractor and the contractor employees. If accepted, the contractor will maintain a listing of employees possessing a government firearm and provide notification to the Contracting Officer. When accepted, the contractor employee is responsible for using the weapon in accordance with the rules of engagement issued by the Theater Commander. The contractor employee is legally liable for any use that is not in accordance with host nation law, international law, and the rules of engagement. Also, when accepted, only military issued ammunition may be used in the weapons.

- (2) Prior to issuing any weapons to contractor employees, the government will provide the contractor employees with weapons familiarization training commensurate to training provided to Department of Defense civilian employees. The contractor shall not issue weapons to employees who have not had proper training.
- (3) The contractor shall ensure that its employees adhere to all guidance and orders issued by the Theater Commander or his/her representative regarding possession, use, safety, and accountability of weapons and ammunition, and shall comply with all related DOD regulations.
- (4) Upon redeployment or notification by the government, the contractor shall ensure that all government issued weapons and ammunition are returned to government control.
- (5) Contractors will screen employees, and subcontractors, to ensure that employees may be issued a weapon in accordance with U.S. and applicable host nation laws. Evidence of screening will be presented to the contracting officer.
- (1) Vehicle and Equipment Operation.
- (1) The contractor shall ensure that deployed employees possess the required civilian licenses to operate the equipment necessary to perform the contract in the theater of operations in accordance with the statement of work.
- (2) Before operating any military owned or leased equipment, the contractor employee shall provide proof of license (issued by an appropriate governmental authority) to the unit or agency issuing the equipment.
- (3) The government, at its discretion, may train and license contractor employees to operate military owned or leased equipment.
- (4) All contractor owned motor vehicles shall meet required vehicle requirements within the AOR and be maintained in a safe operating condition and good appearance. All contractor owned motor vehicles used for transporting Government property shall be properly equipped and designed to ensure protection of the property. All contractor owned motor vehicles may, at the PCO direction, be required to conspicuously display the contractor's logo and/or name on both sides of the vehicle.
- (m) Passports, Visas and Customs.
- (1) The contractor is responsible for obtaining all passports, visas, or other documents necessary for contractor employees to enter and/or exit any area(s).
- (1)a Entry/Exit duties will be allowable only to the extent that the personal items are work related, e.g., such as tools.
- (2) Depending on the Status of Forces Agreement (SOFA) or other international agreements, all contractor employees may be subject to the customs, processing procedures, laws, agreements and duties of the country in which they are deploying to and the procedures, laws, and duties of the United States upon re-entry. Contractor shall verify and comply with all requirements.
- (3) Contractors are required to register all personnel with the appropriate U.S. Embassy or Consulate.
- (n) Reception, Staging, Onward Movement and Integration.
- (1) Upon arrival in the area of operations, contractor employees will receive Reception, Staging, Onward movement and Integration, as directed by the contracting officer or his/her designated representative, the AMC-Forward, or Theater Commander.
- (2) The contractor should be prepared to move material and equipment using U.S. government transportation and comply with applicable transportation regulations, such as MILSTAMP for safety, packaging, and tie-down.
- (o) Living under Field Conditions. The government at its discretion may provide to contractor employees deployed in the theater of operations the equivalent field living conditions, subsistence, emergency medical and dental care, sanitary facilities, mail delivery, laundry service, and other available support afforded to government employees and military personnel in the theater of operations, unless otherwise specified in the contract.
- (p) Morale, Welfare, Recreation. The government will, when approved by the installation or Theater Commander and consistent with the authorization, terms and conditions specified elsewhere in the contract, provide to contractor employees deployed in the theater of operations; morale, welfare, and recreation services commensurate with that provided to Department of Defense civilians and military personnel deployed in the theater of operations. Some of these services may be limited to U.S. personnel only.
- (g) Status of Forces Agreement and other Laws.
- (1) Notwithstanding any provisions to the contrary, the contractor shall adhere to all relevant provisions of the applicable Status of Forces Agreements (SOFA) and other similarly related agreements, and all applicable laws.
- (2) The contractor is responsible for documenting technical expert status (for Germany) as required. The contractor shall coordinate with the German Labor Office prior to deployment to or traversing Germany.
- (3) The contractor is responsible for providing the government with the required documentation to acquire invited contractor or technical expert status, if required by SOFA.
- (r) Pay. In the event the contractor must pay additional compensation above that contemplated under the contract, to retain or obtain personnel to perform in a theater of operations during a declared contingency, the contractor must obtain prior approval from the Procuring Contracting Officer (PCO) before incurring any additional compensation costs. The contractor shall furnish proper data to the PCO to substantiate any adjustment to the contract.
- (s) Tour of Duty/ Hours of Work.
- (1) The contracting officer shall provide the contractor with the anticipated duration of the deployment.
- (2) The contractor may rotate contractor employees into and out of the theater provided there is not degradation in mission results. For employees who have deployed less than 179 days, the contractor may rotate personnel at his own expense; unless a medical conditionor personal emergency situations should arise. Under these circumstances, the relocation expenses are reimbursable upon concurrence with the Contracting Officer. Employees who have deployed greater than 179 days may be rotated as an allowable cost under the contract. The contractor will coordinate personnel changes with the contracting officer.

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- (3) The contracting officer shall provide the contractor with anticipated work schedule.
- (4) The contractor shall comply with all duty hours and tours of duty identified by the contracting officer or his/her designated representative.
- (5) The contracting officer, or his/her designated representative, may modify the work schedule to ensure the government's ability to continue to execute its mission.
- (t) On-Call Duty or Extended Hours.
- (1) The contractor shall be available to work extended hours to perform mission essential tasks as directed by the contracting officer.
- (2) The contractor shall be available to work "on-call" to perform mission essential tasks as directed by the contracting officer.
- (3) The contracting officer, or his/her designated representative, will identify the parameters of "on-call" duty.
- (4) If appropriate, the contracting officer may negotiate an equitable adjustment to the contract.
- (u) Workman's Compensation, Health and Life Insurance. The contractor shall ensure that workers compensation insurance under the Defense Base Act is consistent with FAR clause 52.228-3. The contractor shall ensure that health and life insurance benefits provided to its deploying employees are in effect in the theater of operations.
- (v) Next of Kin Notification. Before deployment, the contractor shall ensure that each contractor employee completes a DD Form 93, Record of Emergency Data Card, and return the completed form to the designated government official.
- (v)1 The Government will make every attempt to resolve to the best of its ability the status of UDLP personnel declared "Missing" as a result of hostile actions. In the case of UDLP personnel found to be detained or captured by third part or hostile nations, every effort will be made to ensure the return/repatriation of UDLP employees. Notification of UDLP employees wounded or killed will be made to the United Defense Corporate Headquarters within 12 hours. An initial report of the circumstances will be made within 24 hours and a complete report will be provided within seven days.
- (w) Return Procedures.
- (1) Upon notification to the contractor of redeployment, the contracting officer at his/her discretion may authorize contractor employee travel from the theater of operations to the designated CONUS Replacement Center (CRC) or individual redeployment site.
- (2) The contractor shall ensure that all government-issued clothing and equipment provided to the contractor or the contractor's employees are returned to government control upon completion of the deployment.
- (3) The contractor shall provide the contracting officer with documentation, annotated by the receiving government official, of all clothing and equipment returns.
- (x) Purchasing Resources. When the Theater Commander establishes a Commander-in-Chief Logistics Procurement Support Board (CLPSB), Joint Acquisition Review Board, or similar purchase review committee, the contractor will be required to coordinate purchases of items or labor designated as limited in the Theater of Operations. The Contractor shall not purchase any local procured item until the contractors have reviewed the Contracting Support Plan (CSP) issued by the Theater PARC for items that are restricted by the Theater Commander for mission success.
- (y) Special Legal. Public Law 106-523. Military Extraterritorial Jurisdiction Act of 2000: Amended Title 18, US Code, to establish Federal Jurisdiction over certain criminal offenses committed outside the United States by persons employed by or accompanying the Armed Forces, or by members of the Armed Forces who are released or separated from active duty prior to being identified and prosecuted for the commission of such offenses, and for other purposes applies to contractor employees deployed OCONUS.
- (z) Security and Background Checks. The Contractor shall ensure all applicable security and backgrounds are performed on all personnel (to include subcontractor personnel) in support of this contract.

(End of Clause)

PART I - FIRM FIXED PRICE - STS-14

H.23 All special provisions in Section H apply to this Part I, EXCEPT H-2, H-6, H-7, H-8, H-9, H-10, H-14, H-16, H-18, and H-20. Special Provision H.101 of Part III applies to this Part I.

H.24 ORDER OF PRECEDENCE

- H.24.1 In the event of an inconsistency between provisions of this Contract, the inconsistency shall be resolved by giving precedence in the following order:
- H.24.1.1 The Schedule, (Sections B through H), exclusive of Description/Specifications/Work Statement, Section C.
- H.24.1.2 Contract Clauses, Section I.
- H.24.1.3 Other provisions of the Contract when attached or incorporated by reference.
- H.24.1.4 Description/Specifications/Work Statement, Section C.
- H.24.2 In the event of an inconsistency in the Description/Specification/Work Statement of this acquisition, the inconsistency shall be resolved by giving priority in the following order:

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H.24.2.2 Quality Assurance Requirements (QARs).

H.24.2.3 Associated specifications, i.e., product, material, and process specifications.

H.25 NOTIFICATION OF INCONSISTENCIES

H.25.1 Should the Contractor discover or suspect any inconsistencies among Contract provisions, requirements, specifications, or other documents, he shall notify the Procuring Contracting Officer in writing within seven days thereof.

H.26 USE OF U.S. GOVERNMENT PROPERTY AND FACILITIES

H.26.1 This Contract is based on rent-free use by the Contractor on a non-interference basis with the requirements for which the property and facilities were initially made available. The Government property and facilities are in the possession of the Contractor and subcontractors accountable under the below listed Government contracts. Rent-free, non-interference use of Government property accountable under those contracts preceded by an asterisk (*) is approved subject to authorization by the cognizant Contracting Officer.

United Defense LP

Contract Number

Contract Number	Program
DAAK30-77-C-0052	IFV Phase II
DAAK30-78-C-0069	PEP
DAAE07-85-E-A005	Facilities
DAAE07-80-C-9018	IFV/CFV Production
DAAK30-80-C-0022	IFV/CPV/MLRS STS
DAAK30-77-C-0005	MLRS Validation
DAAK30-80-C-0057	MLRS Maturation
DAAE07-80-C-9053	MLRS Production
DAA507-81-C-4005	IFV/CPV/MLRS STS
DAAE07-81-C-0046	IFV/CPV/MLRS Production
DAAE07-80-C-0131	TMDE Development
DAAE07-81-C-4003	TMDE Production
DAAE07-82-C-0001	IFV/CPV/MLRS Production
DAAE07-80-C-9057	MLRS Maturation
DAAE07-80-G-0001	BOA - Provisioning
DAAE07-82-G-0006	BOA - Provisioning
DAAE07-82-C-4006	3rd Year STS
DAAE07-83-C-R053	4th Year STS
DAAE07-83-C-A001	IFV/CFV/MLRS Production
DAAE07-84-C-A005	IFV/CFV/MLRS Production
DAAE07-84-G-A004	BOA - Spare and Repair Parts
DAAE07-85-C-A016	IFV/CFV/MLRS Production
DAAE07-84-C-R006	5th Year STS
DAAE07-82-C-4100	TOW II Subsystem
DAAE07-82-G-4017	Basic Ordering Agreement
DAAE07-85-C-R036	Block II Program
DAAE07-82-C-4016	Gas Particular Filter Unit Program
DAAE07-86-C-A047	IFV/CFV/MLRS Production/7th Year STS
DAAE07-87-C-A038	IFV/CFV/MLRS Production/8th Year STS
DAAE07-88-C-A033	IFV/CFV/MLRS Production/9th Year STS
DAAE07-89-C-A026	IFV/CFV/MLRS Production/10th Year STS
DAAE07-90-C-A011	IFV/MLRS Production/11th - 13th Year STS
DAAE07-94-C-0456	Bradley A3 EMD
DAAE07-96-C-X036	A0-A2 Reman, A3 LRIP, BFIST LRIP

Program

H.26.2 Access to Fort Hunter-Liggett Facilities: The contractor is allowed access and utilization of Government Maintenance Buildings at Fort Hunter-Liggett on a Rent-Free basis for purposes of vehicle testing and maintenance. This authorization is subject to Fort Hunter-Liggett's approval, applies only to this contract and expires 31 December 1999.

H.27 ADDITIONS TO GOVERNMENT-FURNISHED PROPERTY (GFP)

H.27.1 In addition to being able to make changes in GFP as specified in paragraph (b) of the General Provision entitled "Government Property", the Government shall have the right to unilaterally increase the amount of Government property to be provided to the Contractor, and the Contract shall be equitably adjusted therefor.

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- H.28 RETENTION OF SMALL BUSINESS/SMALL DISADVANTAGED BUSINESS PLANS
- H.28.1 The Contractor shall retain and make copies of subcontractor's and vendor's Small Business/Small Disadvantaged Business Subcontracting Plans available for on-site review by appropriate Government officials.
- H.29 GOVERNMENT FURNISHED PROPERTY (GFP)
- H.29.1 The Government will provide the items of GFP as listed in Attachment I.
- H.29.2 The Contractor shall establish and maintain a system in accordance with the FAR Subpart 45.5 as incorporated through the Government property clause. Secure storage area(s) shall insure adequate security for appropriate GFP items. Recommended secured storage items are identified in Attachment I.
- H.30 GOVERNMENT FURNISHED FACILITIES AND SERVICES
- H.30.1 The Contractor is authorized access to the facilities vehicles to the extent necessary to support and conduct the vehicle testing specified elsewhere in this Contract.
- H.31 BASIC OPTION CLIN 0002 TDP MAINTENANCE FOR BFVS YEAR 2:

The Government shall have the option to increase the amount of Technical Data Package (TDP) Maintenance for the Bradley Fighting Vehicle under CLIN 0002 by a maximum of twelve (12) months at the price established in paragraph B.8 of Part I. The Contracting Officer may exercise this option in more than one increment, but, the total amount of BFVS TDP Maintenance effort under this option shall not exceed twelve (12) months. In the event that the option is exercised in increments, the Total Price shall be proportionate to the Total Price established for the entire twelve (12) months. The Contracting Officer may unilaterally exercise this option up to and including 31 May 1996 by giving written notice to the Contractor.

H.32 BASIC OPTION - CLIN 0003 - TDP MAINTENANCE FOR BFVS - YEAR 3:

The Government shall have the option to increase the amount of Technical Data Package (TDP) Maintenance for the Bradley Fighting Vehicle under CLIN 0003 by a maximum of twelve (12) months at the price established in paragraph B.9 of Part I. The Contracting Officer may exercise this option in more than one increment, but the total amount of BFVS TDP Maintenance effort under this option shall not exceed twelve (12) months. In the event that the option is exercised in increments, the Total Price shall be proportionate to the Total Price established for the entire twelve (12) months. The Contracting Officer may unilaterally exercise this option up to and including 30 June 1997 by giving written notice to the Contractor.

H.33 BASIC OPTION - CLIN 0004 - TDP MAINTENANCE FOR BFVS - YEAR 4:

The Government shall have the option to increase the amount of Technical Data Package (TDP) Maintenance for the Bradley Fighting Vehicle under CLIN 0004 by a maximum of twelve (12) months at the price established in paragraph B.10 of Part I. The Contracting Officer may exercise this option in more than one increment, but the total amount of BFVS TDP Maintenance effort under this option shall not exceed twelve (12) months. In the event that the option is exercised in increments, the Total Price shall be proportionate to the Total Price established for the entire twelve (12) months. The Contracting Officer may unilaterally exercise this option up to and including 31 May 1998 by giving written notice to the Contractor.

H.34 BASIC OPTION - CLIN 0006 - TDP MAINTENANCE FOR MLRS - YEAR 2:

The Government shall have the option to increase the amount of Technical Data Package (TDP) Maintenance for the MLRS Carrier under CLIN 0006 by a maximum of twelve (12) months at the price established in paragraph B.11 of Part I. The Contracting Officer may exercise this option in more than one increment, but the total amount of BFVS TDP Maintenance effort under this option shall not exceed twelve (12) months. In the event that the option is exercised in increments, the Total Price shall be proportionate to the Total Price established for the entire twelve (12) months. The Contracting Officer may unilaterally exercise this option up to and including 31 Dec 1996 by giving written notice to the Contractor.

H.35 BASIC OPTION - CLIN 0007 - TDP MAINTENANCE FOR MLRS - YEAR 3:

The Government shall have the option to increase the amount of Technical Data Package (TDP) Maintenance for the MLRS Carrier under CLIN 0007 by a maximum of twelve (12) months at the price established in paragraph B.12 of Part I. The Contracting Officer may exercise this option in more than one increment, but the total amount of BFVS TDP Maintenance effort under this option shall not exceed twelve (12) months. In the event that the option is exercised in increments, the Total Price shall be proportionate to the Total Price established for the entire twelve (12) months. The Contracting Officer may unilaterally exercise this option up to and including 29 August 1997 by giving written notice to the Contractor.

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The Government shall have the option to increase the amount of Technical Data Package (TDP) Maintenance for the MLRS Carrier under CLIN 0008 by a maximum of twelve (12) months at the price established in paragraph B.13 of Part I. The Contracting Officer may exercise this option in more than one increment, but the total amount of BFVS TDP Maintenance effort under this option shall not exceed twelve (12) months. In the event that the option is exercised in increments, the Total Price shall be proportionate to the Total Price established for the entire twelve (12) months. The Contracting Officer may unilaterally exercise this option up to and including 31 May 1998 by giving written notice to the Contractor.

H. 37 It is agreed between the Government and the Contractor that the total negotiated price for TDP Maintenance efforts specified in Part I of Section C represents a specific quantity of long form and short form (PPE) Engineering Change Proposals per year, as shown below. In the event that the total number of long form and short form ECPs processed in a given year is less than or greater than the quantities shown below, the contract price will be equitably adjusted by the change in the number of ECPs processed for that year, multiplied by the unit prices shown below:

	Total Quantity of ECPs	Unit Price Adjustment
Year 1	165	\$4,423.67
Year 2	145	\$5,599.90
Year 3	176	\$6,100.32
Year 4	51	\$7,856.49

H.38 ENVIRONMENTAL CLEANUP

H.38.1 The parties hereto agree that Special Provision H.57 of Part I of Contract DAAE07-90-C-A011 is applicable to this contract, and that the Contractor shall not have the right to seek reimbursement of environmental clean-up costs until it has spent \$14,515,000.00 in remediation costs for its San Jose/Santa Clara, California production facilities commencing in CY1991.

H.39 ENGINEERING DRAWINGS AND RECORDS

H.39.1 It is agreed between the Government and United Defense LP that the specified requirements in Paragraph C.2.5.1 of Part I, and related paragraph C.19.9 of Part III will subject to further review and definitization by the two parties in order to insure the Government does receive drawings in an electronic form suitable for reproduction.

PART II - FIXED PRICE INCENTIVE - STS-14

H.40 All special provisions in Section H apply to this Part II, EXCEPT H-2, H-6, H-7, H-9, H-10, H-16, H-18, and H-20.

H.41 OPTION - 0010 - STS FOR BFVS - YEAR 2

Converted to Cost Plus Fixed Fee and Combined with CLIN 0022.

H.42 OPTION - 0011 - STS FOR BFVS - YEAR 3

Converted to Cost Plus Fixed Fee and Combined with CLIN 0023.

H.43 OPTION - 0012 - STS FOR BFVS - YEAR 4

Converted to Cost Plus Fixed Fee and Combined with CLIN 0024.

H.44 OPTION - 0014 - STS FOR BFVS - YEAR 2

Converted to Cost Plus Fixed Fee and Combined with CLIN 0030.

H.45 OPTION - 0015 - STS FOR BFVS - YEAR 3

Converted to Cost Plus Fixed Fee and Combined with CLIN 0031.

H.46 OPTION - 0016 - STS FOR BFVS - YEAR 4

Converted to Cost Plus Fixed Fee and Combined with CLIN 0032.

 $\mbox{H.47}$ \mbox{OPTION} - $\mbox{0069}$ - \mbox{MLRS} 3,000 \mbox{MILE} \mbox{TEST} - \mbox{YEAR} 2

Converted to Cost Plus Fixed Fee and Moved to Part III.

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PART II - FIXED PRICE INCENTIVE - STS-14 - YEAR 1

H.47 OPTION - 0070 - MLRS 3,000 MILE TEST - YEAR 3

Moved to Part III.

 ${ t H.48}$ OPTION - 0071 - MLRS 3,000 MILE TEST - YEAR 4

Moved to Part III.

H.49 PLANNING AND CONTROL, DATA MANAGEMENT, AND SUBCONTRACT ADMINISTRATION DEPARTMENT COST

H.49.1 It is agreed between the Government and United Defense LP that, for certain CPFF efforts, e.g., European Variant, Out of Production Vehicles, Derivative Vehicles, Revisioning Services, Weapon System Technical Representatives, and Contractor Field Services, Planning & Control, Data Management, and Subcontract Administration Costs will be incurred against the appropriate CPFF CLIN.

H.50 SECTION C REQUIREMENTS FOR OPTION CLINS

H.50.1 It is agreed between the Government and United Defense LP that, for CPFF efforts other than the yearly basic BFV and MLRS CLINs, including WSTRs/CFSRs, the efforts enumerated in Section C of Part II will be conducted, to the extent necessary and as authorized by work directive under the appropriate CPFF CLIN.

H.51 PERFORMANCE OF BFVS FPI EFFORTS

H.51.1 The Contractor shall perform all BFVS tasks set forth in Part II of Section C, however, such tasks, with the exception of the System Integration Test, will be performed at a rate approximating a 36% reduction in total labor hours from the negotiated total labor hours. The Contractor's effort should adequately support the efforts being performed for BFV tasks under Parts I and III of the Contract.

 ${\tt H.52}$ All special provisions in Section H apply to this part III, EXCEPT ${\tt H-14}$.

H.53 BASIC OPTION - CLIN 0018 - BFVS WSTRs/CFSRs - YEAR 2:

The Government shall have the option to increase the number of man-hours for the BFVS Weapon System Technical Representatives/Contractor Field Services Representatives (WSTRs/CFSRs) under CLIN 0018 by a maximum of -0- hours at the price established in paragraph B.5 of Part III. The Contracting Officer may exercise this option in more than one increment, by the total hours will not exceed -0-. In the event that the option is exercised in increments the estimated cost and fixed fee for those man-hours called up shall be proportionate to the estimated cost and fixed fee established for the entire -0- man-hours. The Contracting Officer may unilaterally exercise this option up to and including 31 December 2003 by giving written notice to the Contractor.

H.54 BASIC OPTION - CLIN 0019 - BFVS WSTRs/CFSRs - YEAR 3:

The Government shall have the option to increase the number of man-hours for the BFVS Weapon System Technical Representatives/Contractor Field Services Representatives (WSTRs/CFSRs) under CLIN 0019 by a maximum of 15,965 hours at the price established in paragraph B.6 of Part III. The Contracting Officer may exercise this option in more than one increment, by the total hours will not exceed 15,965. In the event that the option is exercised in increments the estimated cost and fixed fee for those manhours called up shall be proportionate to the estimated cost and fixed fee established for the entire 15,965 man-hours. The Contracting Officer may unilaterally exercise this option up to and including 31 December 2003 by giving written notice to the Contractor.

H.55 BASIC OPTION - CLIN 0020 - BFVS WSTRs/CFSRs - YEAR 4:

The Government shall have the option to increase the number of man-hours for the BFVS Weapon System Technical Representatives/Contractor Field Services Representatives (WSTRs/CFSRs) under CLIN 0020 by a maximum of 20,277 hours at the price established in paragraph B.7 of Part III. The Contracting Officer may exercise this option in more than one increment, by the total hours will not exceed 20,277. In the event that the option is exercised in increments the estimated cost and fixed fee for those manhours called up shall be proportionate to the estimated cost and fixed fee established for the entire 20,277 man-hours. The Contracting Officer may unilaterally exercise this option up to and including 31 December 2003 by giving written notice to the Contractor.

H.56 BASIC OPTION - CLIN 0022 - STS FOR BFVS - YEAR 2:

The Government shall have the option to increase the number of System Technical Support (STS) hours for the BFVS under CLIN 0022 by a maximum of (-0-) hours at the price established in paragraph B.8 of Part III. The Contracting Officer may exercise this option in more than one increment, by the total hours will not exceed -0-. In the event that the option is exercised in increments the estimated

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cost and fixed fee for those man-hours called up shall be proportionate to the estimated cost and fixed fee established for the entire - 0- man-hours. The Contracting Officer may unilaterally exercise this option up to and including 31 December 2003 by giving written notice to the Contractor.

NOTE: This option has exercised in its entirety by Modification P00022.

H.57 BASIC OPTION - CLIN 0023 - STS FOR BFVS - YEAR 3:

The Government shall have the option to increase the number of System Technical Support (STS) hours for the BFVS under CLIN 0023 by a maximum of 27,389 hours at the price established in paragraph B.9 of Part III. The Contracting Officer may exercise this option in more than one increment, by the total hours will not exceed 27,389. In the event that the option is exercised in increments the estimated cost and fixed fee for those man-hours called up shall be proportionate to the estimated cost and fixed fee established for the entire 27,389 man-hours. The Contracting Officer may unilaterally exercise this option up to and including 31 December 2003 by giving written notice to the Contractor.

H.58 BASIC OPTION - CLIN 0024 - STS FOR BFVS - YEAR 4

The Government shall have the option to increase the number of System Technical Support (STS) hours for the BFVS under CLIN 0024 by a maximum of 350,796 hours at the price established in paragraph B.10 of Part III. The Contracting Officer may exercise this option in more than one increment, by the total hours will not exceed 350,796. In the event that the option is exercised in increments the estimated cost and fixed fee for those man-hours called up shall be proportionate to the estimated cost and fixed fee established for the entire 350,796 man-hours. The Contracting Officer may unilaterally exercise this option up to and including 31 December 2003 by giving written notice to the Contractor.

H.59 BASIC OPTION - CLIN 0025 - STS FOR BFVS - YEAR 1:

The Government shall have the option to increase the number of System Technical Support (STS) hours for the BFVS under CLIN 0025 by a maximum of 1,558 hours at the price established in paragraph B.11 of Part III. The Contracting Officer may exercise this option in more than one increment, by the total hours will not exceed 1,558. In the event that the option is exercised in increments the estimated cost and fixed fee for those man-hours called up shall be proportionate to the estimated cost and fixed fee established for the entire 100,796 man-hours. The Contracting Officer may unilaterally exercise this option up to and including 31 December 2003 by giving written notice to the Contractor.

H.60 BASIC OPTION - CLIN 0026 - STS FOR BFVS :

The Government shall have the option to increase the number of System Technical Support (STS) hours for the BFVS under CLIN 0026 by a maximum of 49,782 hours at the price established in paragraph B.12 of Part III. The Contracting Officer may exercise this option in more than one increment, by the total hours will not exceed 49,782. In the event that the option is exercised in increments the estimated cost and fixed fee for those man-hours called up shall be proportionate to the estimated cost and fixed fee established for the entire 49,782 man-hours. The Contracting Officer may unilaterally exercise this option up to and including 31 December 2003 by giving written notice to the Contractor.

H.61 BASIC OPTION - CLIN 0027 - STS FOR BFVS :

The Government shall have the option to increase the number of System Technical Support (STS) hours for the BFVS under CLIN 0027 by a maximum of 167,611 hours at the price established in paragraph 13 of Part III. The Contracting Officer may exercise this option in more than one increment, by the total hours will not exceed 167,611. In the event that the option is exercised in increments the estimated cost and fixed fee for those man-hours called up shall be proportionate to the estimated cost and fixed fee established for the entire 167,611 man-hours. The Contracting Officer may unilaterally exercise this option up to and including 31 December 2003 by giving written notice to the Contractor.

H.62 BASIC OPTION - CLIN 0028 - STS FOR BFVS :

The Government shall have the option to increase the number of System Technical Support (STS) hours for the BFVS under CLIN 0028 by a maximum of 540,058 hours at the price established in paragraph B.14 of Part III. The Contracting Officer may exercise this option in more than one increment, by the total hours will not exceed 540,058. In the event that the option is exercised in increments the estimated cost and fixed fee for those man-hours called up shall be proportionate to the estimated cost and fixed fee established for the entire 540,058 man-hours. The Contracting Officer may unilaterally exercise this option up to and including 31 December 2003 by giving written notice to the Contractor.

H.62.5 BASIC OPTION - CLIN 0029 - STS FOR BFVS :

The Government shall have the option to increase the number of System Technical Support (STS) hours for the BFVS under CLIN 0029 by a maximum of 21,518 hours at the price established in paragraph B.14.5 of Part III. The Contracting Officer may exercise this option in more than one increment, by the total hours will not exceed 21,519. In the event that the option is exercised in increments the

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estimated cost and fixed fee for those man-hours called up shall be proportionate to the estimated cost and fixed fee established for the entire 21,519 man-hours. The Contracting Officer may unilaterally exercise this option up to and including 31 December 2003 by giving written notice to the Contractor.

H.63 BASIC OPTION - CLIN 0030 - STS FOR MLRS:

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The Government shall have the option to increase the number of System Technical Support (STS) hours for the MLRS under CLIN 0030 by a maximum of ZERO (0) hours at the price established in paragraph B.15 of Part III. The Contracting Officer may exercise this option in more than one increment, by the total hours will not exceed ZERO(0. In the event that the option is exercised in increments the estimated cost and fixed fee for those man-hours called up shall be proportionate to the estimated cost and fixed fee established for the entire ZERO (0) man-hours. The Contracting Officer may unilaterally exercise this option up to and including 31 December 2003 by giving written notice to the Contractor. OPTION EXERCISED IN FULL

H.64 BASIC OPTION - CLIN 0031 - STS FOR MLRS :

The Government shall have the option to increase the number of System Technical Support (STS) hours for the MLRS under CLIN 0031 by a maximum of 13,200 hours at the price established in paragraph B.16 of Part III. The Contracting Officer may exercise this option in more than one increment, by the total hours will not exceed 13,200. In the event that the option is exercised in increments the estimated cost and fixed fee for those man-hours called up shall be proportionate to the estimated cost and fixed fee established for the entire 13,200 man-hours. The Contracting Officer may unilaterally exercise this option up to and including 31 December 2003 by giving written notice to the Contractor.

H.65 BASIC OPTION - CLIN 0032 - STS FOR MLRS :

The Government shall have the option to increase the number of System Technical Support (STS) hours for the MLRS under CLIN 0032 by a maximum of 75,634 hours at the price established in paragraph B.17 of Part III. The Contracting Officer may exercise this option in more than one increment, by the total hours will not exceed 75,634. In the event that the option is exercised in increments the estimated cost and fixed fee for those man-hours called up shall be proportionate to the estimated cost and fixed fee established for the entire 75,634 man-hours. The Contracting Officer may unilaterally exercise this option up to and including 31 December 2003 by giving written notice to the Contractor.

H.66 BASIC OPTION - CLIN 0033 - STS FOR MLRS :

The Government shall have the option to increase the number of System Technical Support (STS) hours for the MLRS under CLIN 0033 by a maximum of 7,959 hours at the price established in paragraph B.18 of Part III. The Contracting Officer may exercise this option in more than one increment, by the total hours will not exceed 7,959. In the event that the option is exercised in increments the estimated cost and fixed fee for those man-hours called up shall be proportionate to the estimated cost and fixed fee established for the entire 7,959 man-hours. The Contracting Officer may unilaterally exercise this option up to and including 31 December 2003 by giving written notice to the Contractor.

H.67 BASIC OPTION - CLIN 0034 - STS FOR MLRS :

The Government shall have the option to increase the number of System Technical Support (STS) hours for the MLRS under CLIN 0034 by a maximum of 5,091 hours at the price established in paragraph B.19 of Part III. The Contracting Officer may exercise this option in more than one increment, by the total hours will not exceed 5,091. In the event that the option is exercised in increments the estimated cost and fixed fee for those man-hours called up shall be proportionate to the estimated cost and fixed fee established for the entire 5,091 man-hours. The Contracting Officer may unilaterally exercise this option up to and including 31 December 2003 by giving written notice to the Contractor.

H.68 BASIC OPTION - CLIN 0035 - STS FOR MLRS :

The Government shall have the option to increase the number of System Technical Support (STS) hours for the MLRS under CLIN 0035 by a maximum of 48,713 hours at the price established in paragraph B.20 of Part III. The Contracting Officer may exercise this option in more than one increment, by the total hours will not exceed 48,713. In the event that the option is exercised in increments the estimated cost and fixed fee for those man-hours called up shall be proportionate to the estimated cost and fixed fee established for the entire 48,713 man-hours. The Contracting Officer may unilaterally exercise this option up to and including 31 December 2003 by giving written notice to the Contractor.

H.69 BASIC OPTION - CLIN 0036 - STS FOR MLRS:

The Government shall have the option to increase the number of System Technical Support (STS) hours for the MLRS under CLIN 0036 by a maximum of 33,000 hours at the price established in paragraph B.21 of Part III. The Contracting Officer may exercise this option in more than one increment, by the total hours will not exceed 33,000. In the event that the option is exercised in increments the estimated cost and fixed fee for those man-hours called up shall be proportionate to the estimated cost and fixed fee established for the entire 33,000 man-hours. The Contracting Officer may unilaterally exercise this option up to and including 31 December 2003 by

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giving written notice to the Contractor.

H.70 BASIC OPTION - CLIN 0038 - MLRS CFSRs - YEAR 2:

The Government shall have the option to increase the number of man-hours for the MLRS Contractor Field Service Representatives (CFSRs) under CLIN 0038 by a maximum of 1,600 hours at the price established in paragraph B.22 of Part III. The Contracting Officer may exercise this option in more than one increment, by the total hours will not exceed 1,600. In the event that the option is exercised in increments, the estimated cost and fixed fee for those man-hours called up shall be proportionate to the estimated cost and fixed fee established for the entire 1,600 man-hours. The Contracting Officer may unilaterally exercise this option up to and including 31 December 2003 by giving written notice to the Contractor.

H.71 BASIC OPTION - CLIN 0039 - MLRS CFSRs - YEAR 3:

The Government shall have the option to increase the number of man-hours for the MLRS Contractor Field Service Representatives (CFSRs) under CLIN 0039 by a maximum of 6,248 hours at the price established in paragraph B.23 of Part III. The Contracting Officer may exercise this option in more than one increment, by the total hours will not exceed 6,248. In the event that the option is exercised in increments, the estimated cost and fixed fee for those man-hours called up shall be proportionate to the estimated cost and fixed fee established for the entire 6,248 man-hours. The Contracting Officer may unilaterally exercise this option up to and including 31 December 2003 by giving written notice to the Contractor.

H.72 BASIC OPTION - CLIN 0040 - MLRS CFSRs - YEAR 4:

The Government shall have the option to increase the number of man-hours for the MLRS Contractor Field Service Representatives (CFSRs) under CLIN 0040 by a maximum of 8,943 hours at the price established in paragraph B.24 of Part III. The Contracting Officer may exercise this option in more than one increment, by the total hours will not exceed 8,943. In the event that the option is exercised in increments, the estimated cost and fixed fee for those man-hours called up shall be proportionate to the estimated cost and fixed fee established for the entire 8,943 man-hours. The Contracting Officer may unilaterally exercise this option up to and including 31 December 2003 by giving written notice to the contractor.

H.73 BASIC OPTION - CLIN 0041 - STS FOR EUROPEAN VARIANT TDP - YEAR 1:

The Government shall have the option to increase the number of System Technical Support (STS) hours for the European Variant TDP under CLIN 0041 by a maximum of 1,000 hours at the price established in paragraph B.26 of Part III. The Contracting Officer may exercise this option in more than one increment, by the total hours will not exceed 1,000. In the event that the option is exercised in increments, the estimated cost and fixed fee for those man-hours called up shall be proportionate to the estimated cost and fixed fee established for the entire 1,000 man-hours. The Contracting Officer may unilaterally exercise this option up to and including 31 December 2003 by giving written notice to the Contractor.

H.74 BASIC OPTION - CLIN 0042 - STS FOR EUROPEAN VARIANT TDP - YEAR 2:

The Government shall have the option to increase the number of System Technical Support (STS) hours for the European Variant TDP under CLIN 0042 by a maximum of 2,000 hours at the price established in paragraph B.27 of Part III. The Contracting Officer may exercise this option in more than one increment, by the total hours will not exceed 2,000. In the event that the option is exercised in increments, the estimated cost and fixed fee for those man-hours called up shall be proportionate to the estimated cost and fixed fee established for the entire 2,000 man-hours. The Contracting Officer may unilaterally exercise this option up to and including 31 December 2003 by giving written notice to the Contractor.

H.75 BASIC OPTION - CLIN 0043 - STS FOR EUROPEAN VARIANT TDP - YEAR 3:

The Government shall have the option to increase the number of System Technical Support (STS) hours for the European Variant TDP under CLIN 0043 by a maximum of 1,000 hours at the price established in paragraph B.26 of Part III. The Contracting Officer may exercise this option in more than one increment, by the total hours will not exceed 1,000. In the event that the option is exercised in increments, the estimated cost and fixed fee for those man-hours called up shall be proportionate to the estimated cost and fixed fee established for the entire 1,000 man-hours. The Contracting Officer may unilaterally exercise this option up to and including 31 December 2003 by giving written notice to the Contractor.

H.76 BASIC OPTION - CLIN 0044 - STS FOR EUROPEAN VARIANT TDP - YEAR 4:

The Government shall have the option to increase the number of System Technical Support (STS) hours for the European Variant TDP under CLIN 0044 by a maximum of 1,000 hours at the price established in paragraph B.26 of Part III. The Contracting Officer may exercise this option in more than one increment, by the total hours will not exceed 1,000. In the event that the option is exercised in increments, the estimated cost and fixed fee for those man-hours called up shall be proportionate to the estimated cost and fixed fee established for the entire 1,000 man-hours. The Contracting Officer may unilaterally exercise this option up to and including 31 December 2003 by giving written notice to the Contractor.

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H.77 BASIC OPTION - CLIN 0045 - STS FOR DERIVATIVE VEHICLES:

The Government shall have the option to increase the number of System Technical Support (STS) hours for Derivative Vehicles under CLIN 0045 by a maximum of ZERO (0) hours at the price established in paragraph B.29 of Part III. The Contracting Officer may exercise this option in more than one increment, by the total hours will not exceed ZERO (0). In the event that the option is exercised in increments, the estimated cost and fixed fee for those man-hours called up shall be proportionate to the estimated cost and fixed fee established for the entire ZERO (0) man-hours. The Contracting Officer may unilaterally exercise this option up to and including 31 December 2003 by giving written notice to the Contractor. OPTION EXERCISED IN FULL.

H.78 BASIC OPTION - CLIN 0046 - STS FOR DERIVATIVE VEHICLES:

The Government shall have the option to increase the number of System Technical Support (STS) hours for Derivative Vehicles under CLIN 0046 by a maximum of 40,000 ours at the price established in paragraph B.30 of Part III. The Contracting Officer may exercise this option in more than one increment, by the total hours will not exceed 40,000. In the event that the option is exercised in increments, the estimated cost and fixed fee for those man-hours called up shall be proportionate to the estimated cost and fixed fee established for the entire 40,000 man-hours. The Contracting Officer may unilaterally exercise this option up to and including 31 December 2003 by giving written notice to the Contractor.

H.79 BASIC OPTION - CLIN 0047 - STS FOR DERIVATIVE VEHICLES:

The Government shall have the option to increase the number of System Technical Support (STS) hours for Derivative Vehicles under CLIN 0047 by a maximum of 141,137 hours at the price established in paragraph B.31 of Part III. The Contracting Officer may exercise this option in more than one increment, by the total hours will not exceed 141,137. In the event that the option is exercised in increments, the estimated cost and fixed fee for those man-hours called up shall be proportionate to the estimated cost and fixed fee established for the entire 141,137 man-hours. The Contracting Officer may unilaterally exercise this option up to and including 31 December 2003 by giving written notice to the contractor.

H.80 BASIC OPTION - CLIN 0048 - STS FOR DERIVIATE VEHICLES:

The Government shall have the option to increase the number of System Technical Support (STS) hours for derivative vehicles under CLIN 0048 by a maximum of 60,000 hours at the price established in paragraph B.32 of Part III. The Contracting Officer may exercise this option in more than one increment, by the total hours will not exceed 60,000. In the event that the option is exercised in increments, the estimated cost and fixed fee for those man-hours called up shall be proportionate to the estimated cost and fixed fee established for the entire 60,000 man-hours. The Contracting Officer may unilaterally exercise this option up to and including 31 December 2003 by giving written notice to the Contractor.

H.81 BASIC OPTION - CLIN 0049 - STS FOR OUT OF PRODUCTION VEHICLES:

The Government shall have the option to increase the number of System Technical Support (STS) hours for Out of Production Vehicles under CLIN 0049 by a maximum of 22,733 hours at the price established in paragraph B.33 of Part III. The Contracting Officer may exercise this option in more than one increment, by the total hours will not exceed 22,733. In the event that the option is exercised in increments, the estimated cost and fixed fee for those man-hours called up shall be proportionate to the estimated cost and fixed fee established for the entire 22,733 man-hours. The Contracting Officer may unilaterally exercise this option up to and including 31 December 2003 by giving written notice to the Contractor.

H.82 BASIC OPTION - CLIN 0050 - STS FOR OUT OF PRODUCTION VEHICLES:

The Government shall have the option to increase the number of System Technical Support (STS) hours for Out of Production Vehicles under CLIN 0050 by a maximum of 24,374 hours at the price established in paragraph B.34 of Part III. The Contracting Officer may exercise this option in more than one increment, by the total hours will not exceed 24,374. In the event that the option is exercised in increments, the estimated cost and fixed fee for those man-hours called up shall be proportionate to the estimated cost and fixed fee established for the entire 24,374 man-hours. The Contracting Officer may unilaterally exercise this option up to and including 31 December 2003 by giving written notice to the Contractor.

H.83 BASIC OPTION - CLIN 0051 - STS FOR OUT OF PRODUCTION VEHICLES:

The Government shall have the option to increase the number of System Technical Support (STS) hours for Out of Production Vehicles under CLIN 0051 by a maximum of 40,000 hours at the price established in paragraph B.35 of Part III. The Contracting Officer may exercise this option in more than one increment, by the total hours will not exceed 40,000. In the event that the option is exercised in increments, the estimated cost and fixed fee for those man-hours called up shall be proportionate to the estimated cost and fixed fee established for the entire 40,000 man-hours. The Contracting Officer may unilaterally exercise this option up to and including 31 December 2003 by giving written notice to the Contractor.

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The Government shall have the option to increase the number of System Technical Support (STS) hours for Out of Production Vehicles under CLIN 0052 by a maximum of 40,391 hours at the price established in paragraph B.36 of Part III. The Contracting Officer may exercise this option in more than one increment, by the total hours will not exceed 40,391. In the event that the option is exercised in increments, the estimated cost and fixed fee for those man-hours called up shall be proportionate to the estimated cost and fixed fee established for the entire 40,391 man-hours. The Contracting Officer by unilaterally exercise this option up to and including 31 December 2003 by giving written notice to the Contractor.

H.85 BASIC OPTION - CLIN 0053 - REVISIONING SERVICES FOR MLRS FMS CASE TBD:

The Government shall have the option to incorporate a FMS requirement for MLRS Revisioning Services under CLIN 0053 by a maximum of 2,112 hours at the price established in paragraph B.37 of Part III. The Contracting Officer may exercise this option in more than one increment, by the total hours will not exceed 2,112. In the event that the option is exercised in increments, the estimated cost and fixed fee for those man-hours called up shall be proportionate to the estimated cost and fixed fee established for the entire 2,112 man-hours. The Contracting Officer may unilaterally exercise this Option up to and including 31 December 2003 by giving written notice to the Contractor.

H.86 BASIC OPTION - CLIN 0054 - MLRS FMS CASE TBD

The Government shall have the option to incorporate a FMS requirement for MLRS Revisioning Services under CLIN 0054 by a maximum of 2,200 hours at the price established in paragraph B.38 of Part III. The Contracting Officer may exercise this option in more than one increment, by the total hours will not exceed 2,200. In the event that the option is exercised in increments, the estimated cost and fixed fee for those man-hours called up shall be proportionate to the estimated cost and fixed fee established for the entire 2,200 man-hours. The Contracting Officer may unilaterally exercise this option up to and including 31 December 2003 by giving written notice to the Contractor.

H.87 BASIC OPTION - CLIN 0055 - MLRS FMS CASE TBD:

The Government shall have the option to incorporate a FMS requirement for MLRS Revisioning Services under CLIN 0055 by a maximum of 2,200 hours at the price established in paragraph B.39 of Part III. The Contracting Officer may exercise this option in more than one increment, by the total hours will not exceed 2,200. In the event that the option is exercised in increments, the estimated cost and fixed fee for those man-hours called up shall be proportionate to the estimated cost and fixed fee established for the entire 2,200 man-hours. The Contracting Officer may unilaterally exercise this option up to and including 31 December 2003 by giving written notice to the Contractor.

H.88 BASIC OPTION - CLIN 0056 - MLRS FMS CASE TBD:

The Government shall have the option to incorporate a FMS requirement for MLRS Revisioning Services under CLIN 0056 by a maximum of 2,200 hours at the price established in paragraph B.40 of Part III. The Contracting Officer may exercise this option in more than one increment, by the total hours will not exceed 2,200. In the event that the option is exercised in increments, the estimated cost and fixed fee for those man-hours called up shall be proportionate to the estimated cost and fixed fee established for the entire 2,200 man-hours. The Contracting Officer may unilaterally exercise this option up to and including 31 December 2003 by giving written notice to the Contractor.

H.89 BASIC OPTION - CLIN 0057 - FMS PRODUCTION SUPPORT - YEAR 1:

The Government shall have the option to incorporate a FMS requirement for Production Support under CLIN 0057 by a maximum of ZERO (0) hours at the price established in paragraph B.41 of Part III. The Contracting Officer may exercise this option in more than one increment, by the total hours will not exceed ZERO (0). In the event that the option is exercised in increments, the estimated cost and fixed fee for those man-hours called up shall be proportionate to the estimated cost and fixed fee established for the entire ZERO (0) man-hours. The Contracting Officer may unilaterally exercise this option up to and including 31 December 2003 by giving written notice to the Contractor.

H.90 BASIC OPTION - CLIN 0058 - FMS PRODUCTION SUPPORT - YEAR 2:

The Government shall have the option to incorporate a FMS requirement for Production Support under CLIN 0058 by a maximum of 2,370 hours at the price established in paragraph B.42 of Part III. The Contracting Officer may exercise this option in more than one increment, by the total hours will not exceed 2,370. In the event that the option is exercised in increments, the estimated cost and fixed fee for those man-hours called up shall be proportionate to the estimated cost and fixed fee established for the entire 2,370 man-hours. The Contracting Officer may unilaterally exercise this option up to and including 31 December 2003 by giving written notice to the Contractor.

H.91 BASIC OPTION - CLIN 0059 - FMS PRODUCTION SUPPORT - YEAR 3:

The Government shall have the option to incorporate a FMS requirement for Production Support under CLIN 0059 by a maximum of 1,962 hours at the price established in paragraph B.43 of Part III. The Contracting Officer may exercise this option in more than one increment, by the total hours will not exceed 1,962. In the event that the option is exercised in increments, the estimated cost and fixed fee for those man-hours called up shall be proportionate to the estimated cost and fixed fee established for the entire 1,962 man-hours. The Contracting Officer may unilaterally exercise this option up to and including 31 December 2003 by giving written notice to the

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H.92 BASIC OPTION - CLIN 0060 - FMS PRODUCTION SUPPORT - YEAR 4:

The Government shall have the option to incorporate a FMS requirement for Production Support under CLIN 0060 by a maximum of 2,860 hours at the price established in paragraph B.44 of Part III. The Contracting Officer may exercise this option in more than one increment, by the total hours will not exceed 2,860. In the event that the option is exercised in increments, the estimated cost and fixed fee for those man-hours called up shall be proportionate to the estimated cost and fixed fee established for the entire 2,860 man-hours. The Contracting Officer may unilaterally exercise this option up to and including 31 December 2003 by giving written notice to the Contractor.

H.93 BASIC OPTION - CLIN 0061 - BFVS WSTRs/CSR's - YEAR 1:

The Government shall have the option to increase the number of man-hours for the BFVS Weapon System Technical Representatives/Contractor Field Services Representatives (WSTRs/CFSRs) under CLIN 0061 by a maximum of 14,000 hours at the price established in paragraph B.45 of Part III. The Contracting Officer may exercise this option in more than one increment, by the total hours will not exceed 14,000. In the event that the option is exercised in increments, the estimated cost and fixed fee for those man-hours called up shall be proportionate to the estimated cost and fixed fee established for the entire 14,000 man-hours. The Contracting Officer may unilaterally exercise this option up to and including 31 December 2003 by giving written notice to the Contractor.

H.94 BASIC OPTION - CLIN 0062 - BFVS WSTRs/CRSRs - YEAR 2:

The Government shall have the option to increase the number of man-hours for the BFVS Weapon System Technical Representatives/Contractor Field Services Representatives (WSTRs/CFSRs) under CLIN 0062 by a maximum of 14,000 hours at the price established in paragraph B.46 of Part III. The Contracting Officer may exercise this option in more than one increment, by the total hours will not exceed 14,000. In the event that the option is exercised in increments, the estimated cost and fixed fee for those man-hours called up shall be proportionate to the estimated cost and fixed fee established for the entire 14,000 man-hours. The Contracting Officer may unilaterally exercise this option up to and including 31 December 2003 by giving written notice to the Contractor.

H.95 BASIC OPTION - CLIN 0063 - BFVS WSTRs/CRSRs - YEAR 3:

The Government shall have the option to increase the number of man-hours for the BFVS Weapon System Technical Representatives/Contractor Field Services Representatives (WSTRs/CFSRs) under CLIN 0063 by a maximum of 14,000 hours at the price established in paragraph B.47 of Part III. The Contracting Officer may exercise this option in more than one increment, by the total hours will not exceed 14,000. In the event that the option is exercised in increments, the estimated cost and fixed fee for those man-hours called up shall be proportionate to the estimated cost and fixed fee established for the entire 14,000 man-hours. The Contracting Officer may unilaterally exercise this option up to and including 31 December 2003 by giving written notice to the Contractor.

H.96 BASIC OPTION - CLIN 0064 - BFVS WSTRs/CRSRs - YEAR 4:

The Government shall have the option to increase the number of man-hours for the BFVS Weapon System Technical Representatives/Contractor Field Services Representatives (WSTRs/CFSRs) under CLIN 0064 by a maximum of 14,000 hours at the price established in paragraph B.48 of Part III. The Contracting Officer may exercise this option in more than one increment, by the total hours will not exceed 14,000. In the event that the option is exercised in increments, the estimated cost and fixed fee for those man-hours called up shall be proportionate to the estimated cost and fixed fee established for the entire 14,000 man-hours. The Contracting Officer may unilaterally exercise this option up to and including 31 December 2003 by giving written notice to the Contractor.

H.97 BASIC OPTION - CLIN 0065 - STS FOR FMS - YEAR 1:

The Government shall have the option to incorporate a FMS requirement for MLRS STS under CLIN 0065 by a maximum of 760 hours at the price established in paragraph B.49 of Part III. The Contracting Officer may exercise this option in more than one increment, by the total hours will not exceed 760. In the event that the option is exercised in increments, the estimated cost and fixed fee for those man-hours called up shall be proportionate to the estimated cost and fixed fee established for the entire 760 man-hours. The Contracting Officer may unilaterally exercise this option up to and including 31 December 2003 by giving written notice to the Contractor.

H.98 BASIC OPTION - CLIN 0066 - STS FOR FMS - YEAR 2:

The Government shall have the option to incorporate a FMS requirement for MLRS STS under CLIN 0066 by a maximum of ZERO (0) hours at the price established in paragraph B.50 of Part III. The Contracting Officer may exercise this option in more than one increment, by the total hours will not exceed ZERO (0). In the event that the option is exercised in increments, the estimated cost and fixed fee for those ma hours called up shall be proportionate to the estimated cost and fixed fee established for the entire ZERO (0) man hours. The Contracting Officer may unilaterally exercise this option up to and including 31 December 2003 by giving written notice to the Contractor.

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H.99 BASIC OPTION - CLIN 0067 - STS FOR FMS - YEAR 3:

The Government shall have the option to incorporate a FMS requirement for MLRS STS under CLIN 0067 by a maximum of 100,000 hours at the price established in paragraph B.51 of Part III. The Contracting Officer may exercise this option in more than one increment, by the total hours will not exceed 100,000. In the event that the option is exercised in increments, the estimated cost and fixed fee for those man hours called up shall be proportionate to the estimated cost and fixed fee established for the entire 100,000 man-hours. The Contracting Officer may unilaterally exercise this option up to and including 31 December 2003 by giving written notice to the Contractor.

H.100 BASIC OPTION - CLIN 0068 - STS FOR FMS - YEAR 4:

The Government shall have the option to incorporate a FMS requirement for MLRS STS under CLIN 0068 by a maximum of 101,000 hours at the price established in paragraph B.52 of Part III. The Contracting Officer may exercise this option in more than one increment, by the total hours will not exceed 101,000. In the event that the option is exercised in increments, the estimated cost and fixed fee for those man hours called up shall be proportionate to the estimated cost and fixed fee established for the entire 101,000 man hours. The Contracting Officer may unilaterally exercise this option up to and including 31 December 2003 by giving written notice to the Contractor. THIS CLIN IS CLOSED TO FURTHER BILLINGS AS OF MODIFICATION P000280.

H.101 LIMITATION OF COST CLAUSE FOR OTHER DIRECT COSTS (ODCs)

THIS SECTION HAS BEEN CANCELLED

H.101.2

THIS SECTION HAS BEEN CANCELLED

H.102 MLRS AND BFVS WSTRs/CFSRs

H.102.1 The WSTR/CFSR effort is based on the assumption that there will be a follow-on contract, making it unnecessary for the Contractor to relocate personnel from the CONUS and OCONUS MRFT site to San Jose, California at the end of the period of performance. In the event that a follow-on contract is not awarded for WSTR/CFSR effort, the Government hereby recognizes that there will be costs associated with relocation of Contractor personnel, household goods, etc.., from the MFT sites back to San Jose, California. Upon submission of those costs to the Government, negotiations will be conducted between the Government and the Contractor, and the contract price will be equitably adjusted to reflect the negotiated settlement. The Government will notify the Contractor in writing, thirty (30) days prior to the end of contract performance, if there will not be a follow-on contract.

H.103 LOGISTICS SUPPORT AND PRIVILEGES FOR DOD CONTRACTOR PERSONNEL AND FAMILY MEMBERS, APPLICABLE FOR GERMANY AND KOREA

H.103.1 In connection with the performance of work under this contract, the Weapon Systems Technical Representatives and Contract Field Service Representatives are allowed the same privileges, with the same corresponding obligations to reimburse the Government as Military Company Grade Officers, at the discretion of the cognizant US Army area commanders with respect to any or all of the following privileges if assigned to Military facilities or activities.

- 1. Commissary (includes rationed items)
- 2. AAFES Facilities (Military Exchange) (includes rationed items)
- 3. Armed Forces Recreation Facilities.
- 4. Class VI (Alcoholic beverages, includes rationed items)
- Customs Exemption.
- 6. Legal Assistance
- 7. Local Government transpiration of official Government Business (nontactical vehicles)
- 8. Local Morale/Welfare Recreation Services
- 9. Military Banking Facilities
- 10. Military Postal Service
- 11. Mortuary Service
- 12. Officer or NCO/EM club
- 13. POV (privately owned vehicle) license for USAREUR
- 14. POV registration for USARUER
- 15. Purchase of POL (petroleum and oil products)
- 16. Transient Billets (space available basis)
- 17. Messing facilities at remote sites only (reimbursable)
- 18. Army Continuing Education Services
- 19. Credit Union Facilities
- 20. Depend Schools, on a space available, tuition paying basis
- 21. Medical/Dental Services on a reimbursable basis: dental care, available only for emergency
- 22. Pet/Firearm Registration and Control

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H.103.2 Should the area commander be unable or unwilling to grant any or all of the foregoing privileges or services, it is recognized that it will be necessary for the Contractor or the WSTRS/CFRs to furnish or secure those privileges or services not provided by the Government under this section.

H.104 BASIC OPTION - CLIN 0017 - BFVS WSTRs/CFSRs - Year 1:

The Government shall have the option to increase the number of man-hours for the BFVS Weapon System Technical Representatives/Contractor Field Service Representatives (WSTRs/CFSRs) under CLIN 0017 by a maximum of ZERO (0) hours at the price established in paragraph B.53 of Part III. The Contracting Officer may exercise this option in more than one increment, by the total hours will not exceed ZERO (0). In the event that the option is exercised in increments, the estimated cost and fixed fee for those man-hours called up shall be proportionate to the estimated cost and fixed fee established for the entire ZERO (0) man-hours. The Contracting Officer may unilaterally exercise this option up to and including 31 December 2003 by giving written notice to the Contractor.

H.105 BASIC OPTION - CLIN 0037 - MLRS CFSRs - YEAR 1:

The Government shall have the option to increase the number of man-hours for MLRS Contractor Field Service Representatives (CFSRs) under CLIN 0037 by a maximum of ZERO (0) hours at the price established in paragraph B.54 of Part III. The Contracting Officer may exercise this option in more than one increment, by the total hours will not exceed ZERO (0). In the event that the option is exercised in increments, the estimated cost and fixed fee for those man-hours called up shall be proportionate to the estimated cost and fixed fee established for the entire ZERO (0) man-hours. The Contracting Officer may unilaterally exercise this option up to and including 31 December 2003 by giving written notice to the Contractor.

H.106 BASIC OPTION - CLIN 0069 - MLRS 3,000 MILE TEST YEAR 2:

The Government shall have the option to increase the number of man-hours for the MLRS Carrier 3,000 Mile Durability Test under CLIN 0069 by a maximum of 1,884 hours at the price established in paragraph B.55 of Part III. The Contracting Officer may exercise this option in more than one increment, by the total hours will not exceed 1,884. In the event that the option is exercised in increments, the estimated cost and fixed fee for those man-hours called up shall be proportionate to the estimated cost and fixed fee established for the entire 1,884 man-hours. The Contracting Officer may unilaterally exercise this option up to and including 31 December 2003 by giving written notice to the Contractor.

H.107 BASIC OPTION - CLIN 0070 - MLRS 3,000 MILE TEST YEAR 3:

The Government shall have the option to increase the number of man-hours for the MLRS Carrier 3,000 Mile Durability Test under CLIN 0070 by a maximum of 4,459 hours at the price established in paragraph B.56 of Part III. The Contracting Officer may exercise this option in more than one increment, by the total hours will not exceed 4,459. In the event that the option is exercised in increments, the estimated cost and fixed fee for those man-hours called up shall be proportionate to the estimated cost and fixed fee established for the entire 4,459 man-hours. The Contracting Officer may unilaterally exercise this option up to and including 31 December 2003 by giving written notice to the Contractor.

H.108 OPTION - CLIN 0071 - MLRS 3,000 MILE TEST (YEAR 4)

The Government shall have the option to increase the number of man-hours for the MLRS Carrier 4,459 Mile Durability Test under CLIN 0071 by a maximum of 4,459 hours at the price established in paragraph B.57 of Part III. The Contracting Officer may exercise this option in more than one increment with each increment to be not less than 500 hours, by the total hours will not exceed 4,459. In the event that the option is exercised in increments, the estimated cost and fixed fee for those man-hours called up shall be proportionate to the estimated cost and fixed fee established for the entire 4,459 man-hours. The Contracting Officer may unilaterally exercise this option up to and including 31 December 2003 by giving written notice to the Contractor.

H.109 SPECIAL INVOICING PROCEDURES

H.109.1 When authorized by the Defense Contract Audit Agency (DCAA) in accordance with DFARS 242.803(b)(I)?, the contractor may submit interim vouchers directly to paying offices. Such authorization does not extend to the first and final vouchers. The contractor will continue to submit first and final vouchers to the DCAA office identified on the contract cover sheet. A copy of all final vouchers will be sent to the ACO.

H.109.2 Upon written notification to the contractor, DCAA may rescind the direct submission authority. Upon receipt of the written notice to rescind the direct submission authority, the contractor will immediately begin to submit public vouchers for the affected contracts to DCAA. Option shall not exceed twelve (12) months.

H.110 All special provisions in Section H apply to this Part III, EXCEPT H-14.

H.111 OPTION - CLIN 0085 - C2V - LRIP - YEAR 1:

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The Government shall have the option to increase the number of System Technical Support (STS)/Engineering Support to Items in Production (ESIP) man-hours for the Command and Control Vehicles (C2V) Low Rate Initial Production (LRIP) under CLIN 0085 by a maximum of 1,940 hours at the price established in paragraph B.60 of Part III. The Contracting Officer may exercise this option in more than one increment, but the total hours will not exceed 1,940. In the event that the option is exercised in increments the estimated cost and fixed fee for those man-hours called up shall be proportionate to the estimated cost and fixed fee established for the entire 1,940 man-hours. The Contracting Officer may unilaterally exercise this option up to and including 31 December 2003 by giving written notice to the Contractor. THIS CLIN IS CLOSED AS OF MODIFICATION P000279.

H.112 OPTION - CLIN 0086 - C2V - LRIP - YEAR 2:

The Government shall have the option to increase the number of System Technical Support (STS)/Engineering Support to Items in Production (ESIP) man-hours for the Command and Control Vehicles (C2V) Low Rate Initial Production (LRIP) under CLIN 0086 by a maximum of 196,944 hours at the price established in paragraph B.61 of Part III. The Contracting Officer may exercise this option in more than one increment, but the total hours will not exceed 196,944. In the event that the option is exercised in increments the estimated cost and fixed fee for those man-hours called up shall be proportionate to the estimated cost and fixed fee established for the entire 196,944 man-hours. The Contracting Officer may unilaterally exercise this option up to and including 31 December 2003 by giving written notice to the Contractor. THIS CLIN IS CLOSED AS OF MODIFICATION P000279.

H.113 OPTION - CLIN 0087 - C2V - LRIP - YEAR 3:

The Government shall have the option to increase the number of System Technical Support (STS)/Engineering Support to Items in Production (ESIP) man-hours for the Command and Control Vehicles (C2V) Low Rate Initial Production (LRIP) under CLIN 0087 by a maximum of 190,655 hours at the price established in paragraph B.62 of Part III. The Contracting Officer may exercise this option in more than one increment, but the total hours will not exceed 190,655. In the event that the option is exercised in increments the estimated cost and fixed fee for those man-hours called up shall be proportionate to the estimated cost and fixed fee established for the entire 190,655 man-hours. The Contracting Officer may unilaterally exercise this option up to and including 31 December 2003 by giving written notice to the Contractor.

H.114 OPTION - CLIN 0088 - C2V - LRIP - YEAR 4:

The Government shall have the option to increase the number of System Technical Support (STS)/Engineering Support to Items in Production (ESIP) man-hours for the Command and Control Vehicles (C2V) Low Rate Initial Production (LRIP) under CLIN 0088 by a maximum of 75,955 hours at the price established in paragraph B.63 of Part III. The Contracting Officer may exercise this option in more than one increment with each increment to be not less than 500 hours, but the total hours will not exceed 75,955. In the event that the option is exercised in increments the estimated cost and fixed fee for those man-hours called up shall be proportionate to the estimated cost and fixed fee established for the entire 75,955 man-hours. The Contracting Officer may unilaterally exercise this option up to and including 31 December 2003 by giving written notice to the Contractor.

H.115 OPTION - CLIN 0089 - C2V - LRIP - YEAR 5:

The Government shall have the option to increase the number of System Technical Support (STS)/Engineering Support to Items in Production (ESIP) man-hours for the Command and Control Vehicles (C2V) Low Rate Initial Production (LRIP) under CLIN 0089 by a maximum of 1,975 hours at the price established in paragraph B.64 of Part III. The Contracting Officer may exercise this option in more than one increment, with each to be not less than 500 hours, but the total hours will not exceed 115,955. In the event that the option is exercised in increments the estimated cost and fixed fee for those man-hours called up shall be proportionate to the estimated cost and fixed fee established for the entire 1,975 man-hours. The Contracting Officer may unilaterally exercise this option up to and including 31 December 2003 by giving written notice to the Contractor.

H.116 OPTION - CLIN 0090 - C2V - LRIP - YEAR 6:

The Government shall have the option to increase the number of System Technical Support (STS)/Engineering Support to Items in Production (ESIP) man-hours for the Command and Control Vehicles (C2V) Low Rate Initial Production (LRIP) under CLIN 0090 by a maximum of 855 hours at the price established in paragraph B.65 of Part III. The Contracting Officer may exercise this option in more than one increment, with each to be not less than 500 hours, but the total hours will not exceed 855. In the event that the option is exercised in increments the estimated cost and fixed fee for those man-hours called up shall be proportionate to the estimated cost and fixed fee established for the entire 855 man-hours. The Contracting Officer may unilaterally exercise this option up to and including 31 December 2003 by giving written notice to the Contractor.

H.117 RESERVED

H.118 LIMITATION ON SUBCONTRACTS

H.118.1 Unless otherwise approved by the PCO, the contractor shall, when awarding subcontracts in excess of \$100,000 as a result of this effort, ensure that the subcontract type is term (Level of Effort).

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H.119 SPECIAL INVOICING PROCEDURES

- H.119.1 When authorized by the Defense Contract Audit Agency (DCAA) in accordance with DFARS 242.803 (b)(i)(C), the Contractor may submit interim vouchers directly to paying offices. Such authorization does not extend to the first and final vouchers. The Contractor will continue to submit first and final vouchers to the DCAA office identified on the contract cover sheet. A copy of all final vouchers will be sent to the ACO.
- H.119.2 Upon written notification to the contractor, DCAA may rescind the direct submission authority. Upon receipt of the written notice to rescind the direct submission authority, the contractor will immediately begin to submit public vouchers for the affected contracts to DCAA.
- H.120 AUTOMATIC DATA PROCESSING EQUIPMENT
- H.120.1 Acquisition of hardware, software and peripheral items shall not under any circumstances be direct charged to the contractor without the express written approval (via work directive) of the PCO. In the absence of this specific authorization these items shall be charged only on an indirect basis.
- H.121 ENGINEERING CHANGE PROPOSALS
- H.121.1 It is recognized that the Contractor may submit Engineering Change Proposals (ECPs) of the Contractor's initiative throughout the course of Production Contract DAAE07-97-C-X032. Contractor effort associated with preparation, submission, and implementation of Contractor initiated ECPs shall be negotiated upon ECP approval on Production Contract DAAE07-97-C-X032. Such ECPs shall be submitted in accordance with the applicable requirements contained in STS Contract DAAE07-95-C-X030. The Contractor will not be reimbursed for the effort associated with preparation and submission of an ECP if the ECP is rejected for any reason.
- H.122 All special provisions in Section H apply to this Part III, EXCEPT H-14.
- H.123 OPTION CLIN 0094 BFIST:

The Government shall have the option to increase the number of System Technical Support (STS)/Engineering Support to Items in Production (ESIP) man-hours for the Bradley Fire Support (BFIST) under CLIN 0094 by a maximum of 15,000 hours at the price established in paragraph B.67 of Part III. The Contracting Officer may exercise this option in more than one increment, but the total hours will not exceed 15,000. In the event that the option is exercised in increments the estimated cost and fixed fee for those man-hours called up shall be proportionate to the estimated cost and fixed fee established for the entire 15,000 man-hours. The Contracting Officer may unilaterally exercise this option from 17 February 1998 up to and including 31 December 2003 by giving written notice to the Contractor.

H.124 OPTION - CLIN 0095 - BFIST:

The Government shall have the option to increase the number of System Technical Support (STS)/Engineering Support to Items in Production (ESIP) man-hours for the Bradley Fire Support (BFIST) Low Rate Initial Production (LRIP) under CLIN 0095 by a maximum of 71,178 hours at the price established in paragraph B.68 of Part III. The Contracting Officer may exercise this option in more than one increment, but the total hours will not exceed 71,178. In the event that the option is exercised in increments, the estimated cost and fixed fee for those man-hours called up shall be proportionate to the estimated cost and fixed fee established for the entire 71,178 man-hours. The Contracting Officer may unilaterally exercise this option up to and including 31 December 2003 by giving written notice to the Contractor.

H.125 OPTION - CLIN 0096 - BFIST:

The Government shall have the option to increase the number of System Technical Support(STS)/Engineering Support to Items in Production(ESIP) man-hours for the Bradley Fire Support Low Rate Initial Production (LRIP)under CLIN 0096 by a maximum of 40,000 hours at the price established in paragraph B.69 of Part III. The Contracting Officer may exercise this option in more than one increment, but the total hours will not exceed 40,000. In the event that the option is exercised in increments the estimated cost and fixed fee for those man-hours called up shall be proportionate to the estimated cost and fixed fee established for the entire 40,000 man-hours. The Contracting Officer may unilaterally exercise this option up to and including 31 December 2003 by giving written notice to the Contractor.

- H.126 RESERVED
- H.127 LIMITATION ON SUBCONTRACTS
- H.127.1 Unless otherwise approved by the PCO, the contractor shall, when awarding subcontracts in excess of \$100,000 as a result of this effort, ensure that the subcontract type is term (Level of Effort).
- H.128 SPECIAL INVOICING PROCEDURES

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H.128.1 When authorized by the Defense Contract Audit Agency (DCAA) in accordance with DFARS 242.803(b)(i)(C), the contractor may submit interim vouchers directly to paying offices. Such authorization does not extend to the first and final vouchers. The contractor will continue to submit first and final vouchers to the DCAA office identified on the contract cover sheet. A copy of all final vouchers will be sent to the ACO.

H.128.2 Upon written notification to the contractor, DCAA may rescind the direct submission authority. Upon receipt of the written notice to rescind the direct submission authority, the contractor will immediately begin to submit public vouchers for the affected contracts to DCAA.

H.129 AUTOMATIC DATA PROCESSING EQUIPMENT

H.129.1 Acquisition of hardware, software and peripheral items shall not under any circumstances be direct charged to the contract without the express written approval (via work directive) of the PCO. In the absence of this specific authorization these items shall be charged only on an indirect basis.

H.130 ENGINEERING CHANGE PROPOSALS

H.130.1 It is recognized that the Contractor may submit Engineering Change Proposals (ECPs) of the Contractor's initiative throughout the course of Production Contract DAAE07-97-C-X032. Contractor effort associated with preparation, submission, and implementation of Contractor initiated ECPs shall be negotiated upon ECP approval on Production Contract DAAE07-97-C-X032. Such ECPs shall be submitted in accordance with the applicable requirements contained in STS Contract DAAE07-95-C-X030. The Contractor will not be reimbursed for the effort associated with preparation and submission of an ECP if the ECP is rejected for any reason.

*** END OF NARRATIVE H 001 ***

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SECTION I - CONTRACT CLAUSES

Status	Regulatory Cite	Title	Date
I-1 ADDED	52.228-3	WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT)	APR/1984
I-2 ADDED	252.228-7000	REIMBURSEMENT FOR WAR-HAZARD LOSSES	DEC/1991